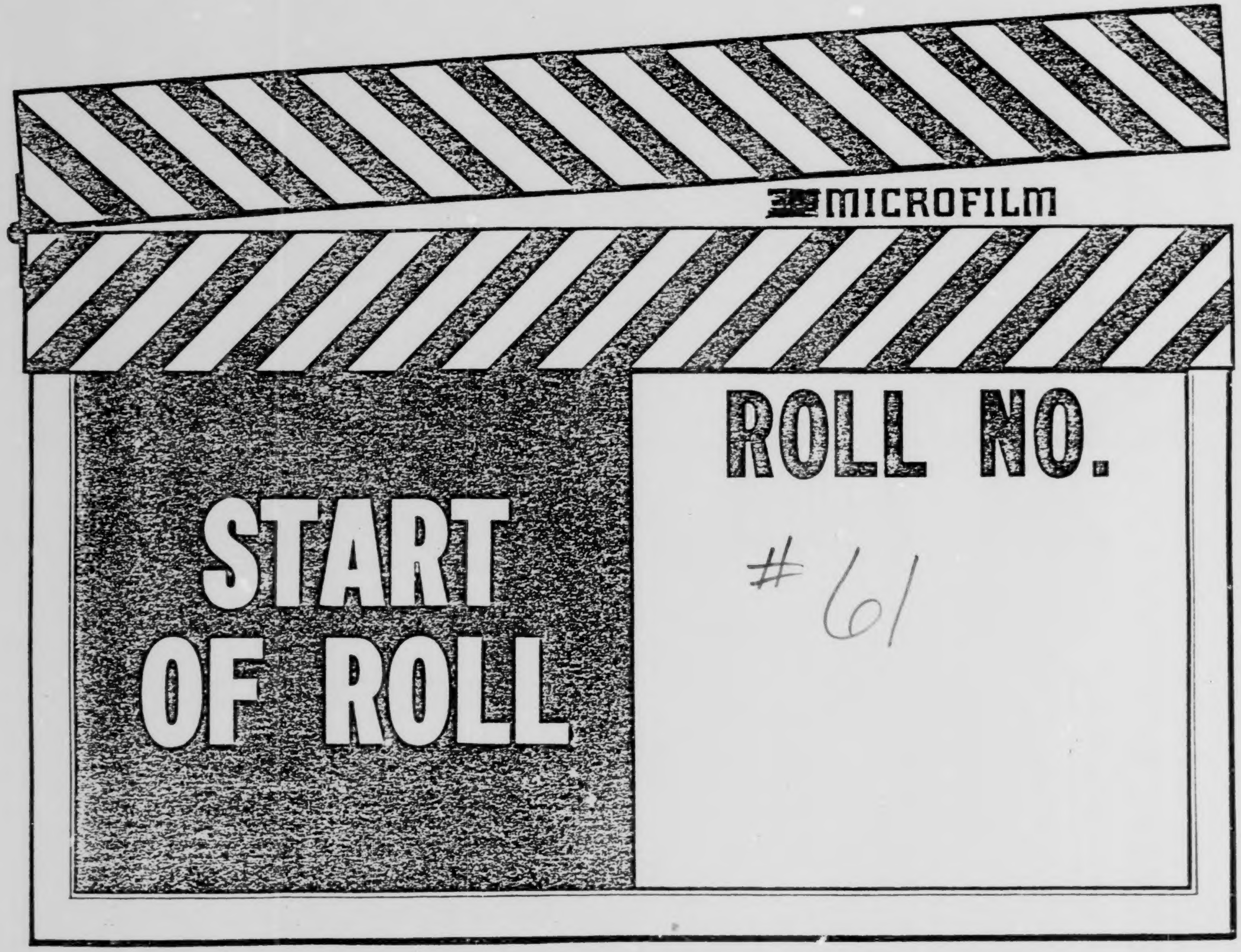

START OF ROLL

ROLL NO.

#61

BF-120(2) Gilchrist-Willamette Jct. 1951
BF-126(2) Unit of the Lacine-Diamond Lake
#3606 Jct. Sec. of The Dalles-Calif. Hwy.

E4499 AM

RECEIVED
NOV 3 1952
FOR FILING

BF-120(2)
BF-126(2)
3606

October 30, 1952

Seth Levens Agency
411 Jackson Tower
Portland 5, Oregon

Attention: Mr. Winston C. Leavens

Gentlemen:

R. A. Heintz Construction Company, 211 Northwest Columbia Boulevard, Portland 11, holds State Highway Contract No. 3606 for construction of the Gilchrist-Willamette Junction Unit of the Lapine-Diamond Lake Junction Section of The Dalles-California Highway in Klamath County.

This is in reply to your letter of October 28 inquiring as to the contractor on Highway 97 south of Bend.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

My Figures - Then - Use Your Own Judgm

R

Strong Companies
Prompt Settlements
Low Cost

SETH LEAVENS AGENCY
General Insurance
Save with Seth

Office: -:- CApitol 1071
Residence:
Seth Leavens - LIncoln 3890
Winston Leavens - TAbor 7919
411 Jackson Tower
PORTLAND 5, OREGON

October 28, 1952

3606
RA Heinly

State Highway Commission
Road Building Department
Salem, Oregon

Gentlemen:

Will you please advise us which Contractor is working on the highway job at Crescent on Highway 97 south of Bend, Oregon?

Yours very truly,

Winston C Leavens
WINSTON LEAVENS

WCL:PS

RECEIVED
OCT 29 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 8 - 1952
FOR FILING

BF-120(2)
BF-126(2)
3606

September 30, 1952

Request for extension of time
No. 4
October 20 and 21 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from R. A. Heintz Construction Company for an extension of time on Contract No. 3606, Gilchrist-Willamette Junction Section of The Dalles-California Highway, from September 30, 1952 to June 30, 1953.

Unusually deep snow during the fall and winter of 1951 and the late runoff in the spring of 1952 materially slowed the Contractor's operations. Also, because of the excessive snow, materials in the cuts were much damper than normal, and it was necessary to open up and dry out each cut before it could be satisfactorily worked.

For these reasons, I would recommend the extension without penalty, and Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Enclosure
cc Mr. H. G. Smith

hi

RECEIVED
SEP 30 1952
FOR FILING

BF-120(2)
BF-126(2)
3606

September 24, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Bldg.
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 3606, Gilchrist - Willamette Junction Section of The Dalles-California Highway, Ore. BF-120 (2) and BF-126 (2), from September 30th, 1952 to June 30th, 1953, to R. A. Heintz Construction Company, Contractors.

Severely deep snow during the fall and winter of 1951, and the late run-off in the spring of 1952, materially slowed the contractor's clearing operations. Also, because of the excessive snow, materials in the cuts were much damper than normal, and it was necessary to open up and dry out each cut before working progressed satisfactorily.

For these reasons, I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

EAP:sh

cc H. G. Smith

RECEIVED
SEP 1 3 1952
FOR FILING

Mrs Lewis

B7-120(2)
B7-126(2)
3606

September 10, 1952

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Paul Williams against R. A. Heintz Construction Company in the sum of $1,911.54. This claim is for labor and equipment rental furnished to the Heintz Company on what appears to be State Highway Contract No. 3606 for grading and paving the Gilchrist-Willamette Junction Unit, Lapine-Diamond Lake Junction Section of The Dalles-California Highway in Klamath County.

This information is provided as your Company appears as surety on the performance bond furnished with Contract No. 3606.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - United Pacific Insurance Co.
627 Board of Trade Building
Portland 4, Oregon

Mansfield & Co.
302 Lewis Building
Portland 4, Oregon

R. A. Heintz Construction Co.
211 N. E. Columbia Boulevard
Portland 11, Oregon

NOTED ON CARD
9-10-52

NOTICE TO THE STATE OF OREGON

Notice is hereby given that the undersigned, PAUL WILLIAMS, has a claim for labor and equipment rental in the sum of ONE THOUSAND NINE HUNDRED ELEVEN AND 54/100 ($1,911.54) DOLLARS against the bond taken from UNITED PACIFIC INSURANCE COMPANY and the R. A. HEINTZ CONSTRUCTION COMPANY for the work of grading and paving certain portions of the State Highway south of Bend, Oregon.

PAUL WILLIAMS
Paul Williams

ENDORSED
File No. 3344
Filed Sept. 8, 1952
EARL T. NEWBRY, Secretary of State

RECEIVED
SEP 1 3 1952
FOR FILING

B7-120(2)
B7-921(2)
3606

Mrs Lewis

September 10, 1952

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: E. Libby

Dear Sir:

This is to acknowledge receipt of your letter of September 8 to which was attached three copies of a claim filed with your office by Paul Williams against R. A. Heintz Construction Company in the sum of $1,911.54 against what appears to be our State Highway Contract No. 3606, your file No. 3344.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

NOTED ON CARD
9-10-52, gl

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Sept. 8, 1952

[illegible] usual letters
BY SECRETARY
3606

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from McKay & Panner, attorneys, Bend, and filed as of this date a notice of claim by Paul Williams, for labor and equipment rental in the sum of $1,911.54, against the bond taken from R. A. Heintz Construction Co. Principal, and United Pacific Insurance Co. Surety, for work of grading and paving certain portions of the State Highway south of Bend, Oregon, our file No. 3344.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
SECRETARY OF STATE
By E Libby
Clerk
Filing Dept.

NF:M
Enc.

RECEIVED
SEP 9 1952
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
9-8-52 gl

RECEIVED
[illegible] 1952
FOR FILING

Mrs Lewis

September 9, 1952

McKay & Panner
Attorneys at Law
O'Kane Building
Bend, Oregon

Attention: Mr. Owen

Gentlemen:

This is to acknowledge receipt of your letter of September 4 to which was attached an affidavit of claim in behalf of Paul Williams against R. A. Heintz Construction Company on Contract No. 3606 in the sum of $1,911.54.

As requested, we are forwarding by separate mail a certified copy of Contract No. 3606.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

UNCAN L. McKAY

OWEN M. PANNER

McKay & Panner

ATTORNEYS AT LAW

ROOMS 2-4-6 O'KANE BUILDING

Bend, Oregon

September 4, 1952

Oregon State Highway Department
Salem, Oregon

Gentlemen:

Re: State Highway Contract No. 3606
Paul Williams vs. R. A. Heintz

Enclosed is an affidavit signed by Mr. Paul Williams in connection with the above entitled matter.

Would you kindly furnish us with a certified copy of the contract and the bond entered into between the State of Oregon and the Heintz Construction Company.

Very truly yours,

McKAY & PANNER

Owen M. Panner

OWEN M. PANNER

OMP:ss

Enclosure

AFFIDAVIT

State of Oregon)
) ss.
County of Deschutes)

I, PAUL WILLIAMS, being first duly sworn, depose and say that between the dates of June 14, 1952, and July 5, 1952, I furnished labor and equipment rental to the R. A. HEINTZ CONSTRUCTION COMPANY to aid said construction company in the completion of State Highway Contract No. 3606 on Highway Ninety-Seven (97) south of Bend, Oregon.

That the contract price and reasonable value of said labor and equipment rental was and is the sum of TWO THOUSAND TWO HUNDRED SEVENTY-FIVE and no/100 ($2,275.00) DOLLARS. That of said amount, I have been paid only THREE HUNDRED SIXTY-THREE and 46/100 ($363.46) DOLLARS leaving an unpaid balance of ONE THOUSAND NINE HUNDRED ELEVEN and 54/100 ($1,911.54) DOLLARS.

That I have heretofore made demand upon the R. A. HEINTZ CONSTRUCTION COMPANY, but that they have refused to pay me said sum.

Paul Williams
Paul Williams

Subscribed and sworn to before me this 5th day of September, 1952.

Owen M. Panner
Notary Public for Oregon
My Commission expires, Oct. 17, 1954

RECEIVED
1952
FOR FILING

Mrs [illegible]

September 9, 1952

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

We have today received from McKay and Panner, attorneys in the O'Kane Building, Bend, Oregon, an affidavit of claim in behalf of Paul Williams, a copy of which is attached hereto.

This claim concerns State Highway Contract No. 3606 awarded to R. A. Heintz Construction Company for grading and paving the Gilchrist-Willamette Junction Unit, Lapine Junction Section of The Dalles-California Highway in Klamath County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - United Pacific Insurance Co.
627 Board of Trade Building
Portland 4, Oregon

Mansfield & Co.
302 Lewis Building
Portland 4, Oregon

R. A. Heintz Construction Co.
211 N. E. Columbia Boulevard
Portland 11, Oregon

NOTED ON CARD

RECEIVED
AUG [illegible] 1952
FOR FILING

Mrs Lewis

August 26, 1952

McKay & Panner
Attorneys at Law
O'Kane Building
Bend, Oregon

Gentlemen:

Your letter of August 15 concerning an amount owed to your client, Mr. Williams, by R. A. Heintz Construction Company has been referred to this office for reply.

From the description provided in your letter, it appears that the job on which Mr. Williams worked is State Highway Contract No. 3606 awarded to R. A. Heintz Construction Company, 211 N. E. Columbia Boulevard, Portland 11, for grading and paving the Gilchrist-Willamette Junction Unit, Lapine-Diamond Lake Junction Section of The Dalles-California Highway in Klamath County. From your letter it appears that the Heintz Construction Company still owes Mr. Williams $1,911.54 for tractor work performed on this contract. The State does not make payments direct to claimants as there is no certain way of determining the validity and amounts of the claims; however, each contractor is required to furnish a performance bond which not only assures completion of the contract but payment of all bills incurred in connection with it. On this contract the bond was furnished by United Pacific Insurance Company through Mansfield and Company, 302 Lewis Building, Portland 4.

The contract has not yet been completed, but if you wish to protect your client's claim for a period longer than six months following completion of the contract and acceptance by the Commission, you may wish to file the claim with the Secretary of State. Although you are undoubtedly familiar with the law in this regard, we are, for your convenience, attaching an excerpt outlining the procedure for filing.

If you have not already contacted the surety in this instance, it might be well to do so, although we will also notify them from this office that the claim has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD

Secretary

FAQ:md
Attach.

RM E-123X 25M 11-51

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

August 25, 1952

McKay & Panner
Attorneys at Law
Rooms 2-~~4~~-6, O'Kane Bldg.
Bend, Oregon

3606

Attn: Owen M. Panner

Gentlemen:

Reference is made to your letter of August 15th, pertaining to a claim which Mr. Paul Williams has against the Heintz Construction Company, for work done on The Dalles-California Highway, South of Bend.

This matter comes under the jurisdiction of the Secretary of the Highway Department, Mr. H. B. Glaisyer, and I am requesting him, by copy of this letter, to forward to you the proper forms and information in order that you might prepare a claim against Mr. Heintz, should you so desire.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

cc H. B. Glaisyer

Incl.

BY SECRETARY

prepare usual letters

OWEN M. PANNER

McKay & Panner

ATTORNEYS AT LAW ROOMS 2-4-6 O'KANE BUILDING

Bend, Oregon

August 15, 1952

Mr. H. G. Smith, Construction Engineer
State Highway Department
Salem, Oregon

Dear Mr. Smith:

It is my understanding that the R. A. Heintz Construction Company, of Portland, Oregon, has undertaken certain work for the State Highway Department on Highway 97, South of Bend. As a part of this job, Heintz sublet some work to Emil Datchler. Datchtler hired Paul Williams to do some cat work and after Williams had worked for Datchtler about two weeks, Heintz had to take over Datchtler's payroll. At that time Williams was so advised and was instructed by Heintz to continue working for Datchtler and that Heintz would pay him. This Williams did, and between June 14, 1952 and July 5, 1952, earned $2275.00. Heintz paid Williams driver $363.46 leaving a balance due to Williams of $1911.54.

Heintz has refused to pay this in spite of a substantial lapse of time since Williams finished. He gives several reasons for such failure. First, that Datchtler told him once that Williams bill was only around $1700.00, and second, that Heintz superintendent told Williams to move to another job the last week Williams worked and that Williams refused. With regard to Heintz's first claim, I have contacted Datchtler and he says if he made such a statement it was before Williams had finished and Heintz knew there was yet work to be done. Datchtler says he later told Heintz that Williams had around $2000.00 coming after deduction of wages already paid by Heintz, and that Heintz knew it. With regard to Heintz second contention, it is admitted on both sides that Heintz told Williams to stay with Datchtler until the latter was finished with him. Williams said all he was told by Heintz's superintendent was to go to another job when Datchtler was finished with him. Datchler says he turned Williams loose as soon as possible but that the last week he was burning in a dry area and the cat had to be there. It should also be noted that Heintz paid the cat driver for that last week.

It appears to me Heintz is trying to coerce Williams into accepting an offer of $1562.50 cash now since he knows Williams cannot afford to be without the money for the balance of the job and through a lawsuit. In fact Heintz so indicated to me on the phone by telling me that Williams would either take that much now or wait six months to get the amount that was coming to him.

Williams feels that Heintz has been so unfair to others on the job and to him, that he will sit it out for the full amount, and unless you can suggest an expeditious way to get him the money, I will file suit against Heintz. Do hou have the claim forms to file with Heintz bonding company?

We will appreciate very much any help you can give us.

Sincerely,

McKAY & PANNER

Owen M. Panner

OWEN M. PANNER

OMP:ho

RECEIVED
AUG 20 1952
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
Aug [illegible] 1952
FOR FILING

Mrs Lewis

August 26, 1952

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

We have received a letter from McKay and Panner, attorneys, whose address is O'Kane Building, Bend, Oregon, advising that their client, Mr. Paul Williams, has a claim against R. A. Heintz Construction Company in the sum of $1,911.54. This claim, they state, is an unpaid balance due Mr. Williams for tractor work performed for Heintz Construction on State Highway Contract No. 3606 for grading the Gilchrist-Willamette Junction Unit, Lapine-Diamond Lake Junction Section of The Dalles-California Highway in Klamath County. They state that this work was performed by Mr. Williams under the immediate direction of Emil Batchtler, a sub-contractor on the job, between the dates of June 14 and July 5, 1952.

This information is forwarded to your office as your Company appears as surety on the performance bond furnished with the contract described above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mansfield and Company
302 Lewis Building
Portland 4, Oregon

R. A. Heintz Construction Co.
211 N. E. Columbia Boulevard
Portland 11, Oregon

NOTED ON CARD

RECEIVED

FORM E-30X 15M 1-52 85419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 8th, 1952

SUBJECT:

To: Mr. W. E. Chandler
Division Engineer
State Highway Department
Bend, Oregon

Dear Sir:

The Bureau declines to participate on the special borrow excavation on Oregon Projects BF-120(2) and BF-126(2), Gilchrist-Willamette Junction Section of the The Dalles-California Highway where you advised that cross-section measurements cannot be made.

Please carry this on your estimate as a non-participating item.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

cc to: W. C. Williams ✓

Smith -
Carry as
non-participating
item. WCN.

FORM E-30 25M 1-52 55419

NOTED
H. G. SMITH

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 31st, 1952

SUBJECT:

[illegible] TO
W. C. WILLIAMS

To: Mr. W. C. Williams
Ass't. State Highway Engineer
Office

Dear Sir:

In regard to Assignment #3588, letter from Mr. Polk requesting additional information as to the necessity of changing the method of payment on special borrow excavation on BF-120(2) and BF-126(2), Gilchrist-Willamette Junction Section of The Dalles-California Highway.

This change in method of payment is not being done so much for the benefit of the contractor as it is being done for the benefit of the traveling public, both to get them over the road during construction with the least inconvenience and to be sure the job is paved this fall before the cold weather. It seemed inadvisable to tear up the town of Crescent before preliminary work had been done such as curbs and other incidentals.

The topping, special borrow and crushed cinders in base are all coming from one pit for both the Gilchrist-Willamette Junction Section and the Forest Boundary-Gilchrist Section. The R. A. Heintz Construction Company is doing the grading and placing the topping for both jobs, and Warren Northwest is doing the paving and crushing. Heintz is loading from this pit with a belt from an elevating grader with two bulldozers pushing material into the trap. He is at present moving as high as 5,000 yards per day. Warren Northwest is loading from a portion of the pit with a shovel part of the time and part of the time they are hauling from Heintz' loading arrangement, since they are having considerable trouble with their shovel.

I suppose if provisions had been made at the start of the job to get this special borrow it could have been done, but every effort has been made toward advancing the grading in such places as would permit the paving contractor to start at the earliest possible moment, and I think this has been worked out very well, as his schedule calls for the completion of both jobs by September 15th.

However, it is now impossible to cross section the material going into the special borrow, and it is not apparent why Mr. Polk considers a 5% reduction for swell to be in the contractor's favor. From such evidence as we have, we do not feel that there is any particular bulking of cinders in the trucks, so that 5% would cover it. In any event, it is rather an insignificant item, and if the Bureau won't pay for it, we had better pay for it ourselves to further the progress of the job.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

RECEIVED
AUG 1 1952
OFFICE OF
[illegible] HIGHWAY ENGINEER

ASSIGNMENT

y 29, 1952

No. 35

By Wcw

escription: Letter from C. G. Polk, dated July 23 re Price Agreement No. 5, covering change in method of measurement of Special Borrow Excavation on Projects BF-120 (2) and BF-126(2). Gilcrist-Willamette Junction Section-The Dalles-Calif. Highway

Acknowledged by _____ Referred to Mr. H. G. Smith

xxxInvestigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ____________________ signature
____

Assignment executed 8-1-52 Report received ________

Remarks: [illegible]
W. C. WILLIAMS

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

608 STATE HIGHWAY BLDG.
SALEM, OREGON

July 25, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
W. C. WILLIAMS

NOTED
H. G. SMITH

Dear Sir:

Reference is made to Price Agreement No. 5 covering a change in method of measurement of Special Borrow Excavation on Projects BF-120 (2) and BF-126 (2), Gilcrist-Willamette Junction Section of The Dalles-California Highway.

This office is very reluctant to recommend for approval any changes of method of measurement or unit prices of contract bid items without a detailed showing of economy and/or other substantial benefits accruing to the State therefor. Your statement that the material cannot be taken out before topping and other materials are removed without delaying the work indicates the proposed change is of benefit to the contractor. The 5% reduction in volume for swell also appears to be in his favor.

On page 5 of the Special Provisions the method of measurement is specified with underscoring for emphasis. On pages 12-13, the Special Provisions provide that excavation for cinder materials for subbase shall not be commenced until "special borrow materials" have been excavated and quantities thereof determined. The wording of these two specifications seem to indicate that the method of measurement and sequences of operations had been fully thought out at the P. S. & E. stage.

With the limited information provided, we can take no affirmative action toward approval of this price agreement.

Very truly yours,

C. G. Polk
C. G. Polk
District Engineer

RECEIVED
STATE HIGHWAY COMMISSION

DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

Division Eight

C
O
P
Y

July 23, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Price Agreement No. 5 covering a change in method of measurement of Special Borrow Excavation on Projects BF-120 (2) and BF-126 (2), Gilchrist-Willamette Junction Section of The Dalles-California Highway.

This office is very reluctant to recommend for approval any changes of method of measurement or unit prices of contract bid items without a detailed showing of economy and/or other substantial benefits accruing to the State therefor. Your statement that the material cannot be taken out before topping and other materials are removed without delaying the work indicates the proposed change is of benefit to the contractor. The 5% reduction in volume for swell also appears to be in his favor.

On page 5 of the Special Provisions the method of measurement is specified with underscoring for emphasis. On pages 12-13, the Special Provisions provide that excavation for cinder materials for subbase shall not be commenced until "special borrow materials" have been excavated and quantities thereof determined. The wording of these two specifications seem to indicate that the method of measurement and sequences of operations had been fully thought out at the P. S. & E. stage.

With the limited information provided, we can take no affirmative action toward approval of this price agreement.

Very truly yours,

(sgd) C. G. Polk

C. G. Polk
District Engineer

RECEIVED
AUG 6 1952
FOR FILING

August 5th, 1952

Beall Pipe & Tank Corporation
12005 N. Burgard
Portland, Oregon

Gentlemen:

Confirming your telephone conversation with Mr. Pease this afternoon, it is agreeable to the State Highway Department to release 200 feet of 8-inch perforated metal pipe originally assigned to Durbin Bros. for use on their Big Creek contract on the Oregon Coast Highway to the R. A. Heintz Construction Company for their use on their contract in the vicinity of Crescent on the The Dalles-California Highway.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

W. C. Williams
Ass't. State Highway Engineer

R

cc to: E. A. Pease

RECEIVED
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 20, 195

SUBJECT:

To:
Mr. W. E. Chandler
Division Engineer
State Highway Dept.
Bend, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

The subcontract between R. A. Heintz Construction Co. and Emil Dachtler, covering the clearing and grubbing on the Gilchrist-Willamette Junction Contract No. 3606, Ore. BF-120 (2) and 126 (2), is approved, and you may so inform the interested parties.

Two copies of the subcontract are returned herewith.

Very truly yours,

[illegible] Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

Enc.

cc W. C. Williams
C. G. Polk (2)

RECEIVED
FOR FILING

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 20, 1952

SUBJECT:

To:

Mr. W. E. Chandler
Division Engineer
State Highway Dept.
Bend, Oregon

W. C. WILLIAMS

Dear Sir:

The subcontract between R. A. Heintz Construction Co. and Orlando Bernard, covering Items 33, 34, 35 and 36 on the Gilchrist-Willamette Junction Contract No. 3606, Ore. BF-120 (2) and 126 (2), is approved, and you may so inform the interested parties.

Two copies of the subcontract are returned herewith.

Very truly yours,

[illegible] Smith
Construction Engineer

By

Edwin . Pease
Construction Office Engineer

EAP:sh

Enc.

cc W. C. Williams
C. G. Polk (2)

RECEIVED
FOR FILING

L7-120(3)
[illegible]
31-[illegible]

C
O
P
Y

January 22. 1952

R. H. Heintz Construction Co.
8101 N. E. Union Avenue
Portland 11, Oregon

Gentlemen:

Our records show that as of December 10, the following amounts were due your Company on the contract numbers listed:

Contract No.		Amt. of Estimate	Retained
3534	Est. #6 to 12-10-51	$1,675.80	$14,901.53
3303	Est. #19 to 11-10-51		10,580.14
3606	No est. received to 1-21-52		

The amounts provided are of the date of the estimate which you will note in the first two is December 10.

We do not have a record in this office of work which you may have performed between December 10 and December 31, 1951.

This information is provided in reply to your letter of January 17.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

R. A. HEINTZ CONSTRUCTION CO.

C
O
P
Y

January 17, 1952

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

In connection with our regular annual audit we should like for you to advise our auditor of the amounts shown by your records to be due this company at the close of business December 31, 1951, for estimates and retainages on the following contracts between this company and Oregon State Highway Commission:

Contract No. 3303 - South Unit Denven Avenue-Columbia Slough

Contract No. 3534 - Bridgeton Road-Gertz Road and Columbia Slough-Columbia Boulevard

Contract No. 3606 - Gilchrist-Willamette Junction Unit of the Lapine-Diamond Lake Section

A self-addressed stamped envelope is enclosed for your reply.

Very truly yours,

R. A. HEINTZ CONSTRUCTION CO.

/s/ R. A. Heintz

By R. A Heintz

RAH:mw
Encl.

RECEIVED
FOR FILING

January 8, 1952

R. A. Heintz Construction Co.
211 N. E. Columbia Blvd.
Portland 11, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3606 which was awarded to you on December 7, 1951 by the State Highway Commission, covering the Gilchrist-Willamette Junction Unit of the Lapine-Diamond Lake Junction Section of The Dalles-California Highway in Klamath County.

We are also sending an executed copy of this contract to the surety on your performance bond,

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded 1/8/52

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DEC 21 1951
FOR FILING

December 10, 1951

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on October 29, 1951 on Contract No. 3606, Gilchrist-Willamette Junction Unit of the Lapine-Diamond Lake Junction Section, in connection with Federal Aid Project No. BF-120 (2), BF-126 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

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FOR FILING

AGENDA

December 7, 1951

R. A. Heintz Construction Company
211 N. E. Columbia Boulevard
Portland, Oregon

Gentlemen:

The State Highway Commission on October 12th accepted your proposal for work on the Gilchrist-Willamette Junction Unit of the Lapine-Diamond Lake Junction Section of The Dalles-California Highway in Klamath County, for the sum of $689,468.50, and awarded contract No. 3606 to you subject to clearance of right of way and concurrence from the Bureau of Public Roads. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

I am enclosing a copy of the proposal form which contains specifications and may be useful pending preparation of the contract forms.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

md
Enc.

cc - H. G. Smith
S. H. Probert
Goldie Lewis
W. M. Fransen (S.I.A.C.)

confusion

S & C

MESTIC SERVICE	
k the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE	DEFERRED
CODE	NIGHT LETTER

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
December 7, 1951
11:00 a.m.

R. A. Heintz Construction Co.
211 N. E. Columbia Boulevard
Portland, Oregon

The State Highway Commission today received satisfaction of condition governing award to you of contract for Gilchrist-Willamette Junction Unit of Lapine-Diamond Lake Junction Section of The Dalles-California Highway in Klamath County for which you submitted low bid on October 12, 1951. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

CC: Confirmation
C. W. Head
Accounting (5001-900)
Files

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FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

[illegible]
[illegible]

December 7, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been obtained for Oregon Project BF-126(2), Crescent-Willamette Junction Section of The Dalles-California Highway, we hereby concur in award of contract as of this date to R. A. Heintz Construction Company, 211 N. E. Columbia Blvd., Portland, Oregon, low bidder in the total amount of $689,468.50 for the construction of this project and Project BF-120(2), combined under the same contract, at the October 12, 1951 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
DEC 10 1951
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 1 [illegible] 1951
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

December 7, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been obtained for Oregon Project BF-120(2), Crescent-Willamette Junction Section of the Dalles-California Highway, we hereby concur in award of contract as of this date to R. A. Heintz Construction Company, 211 N. E. Columbia Blvd., Portland, Oregon, low bidder in the total amount of $689,468.50 for the construction of this project and project BF-126(2), combined under the same contract, at the October 12, 1951 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
DEC 10 1951
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC [illegible] 1951
FOR FILING

December 7, 1951

Mr. C. G. Polk
Acting District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

May we have your concurrence in the award today of contract for grading and paving on the Gilchrist-Willamette Junction Unit of the Lapine-Diamond Lake Junction Section, Projects PF-12[illegible] (2) and BF-126 (2), to the R. A. Heintz Construction Co. of Portland, Oregon, on the basis of that company's bid in the amount of $689,468.50 submitted on October 12, 1951.

All rights of entry required in connection with this project have been acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

FOR FILING
FORM E-30X 25M 11-50 44702

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 5, 1951

SUBJECT:
File No. 17936
File No. 18189

To: Mr. H. B. Glaisyer
Secretary Highway Commission
Office

Dear Mr. Glaisyer:

At the October meeting the Highway Commission awarded a contract for improvement of the Ladder-Diamond Lake section of The Dalles-California Highway, which contract contains a provision [illegible] the contractor off the right-of-way [illegible] period of sixty days. The sixty-day period is up Friday, December 14, 1951.

I [illegible] to purchase property under the above [illegible], [illegible] necessary for this project. [illegible] filing of complaints, I called Mr. [illegible] and Mr. [illegible] and secured their approval for [illegible] in the minutes of the November meeting, a resolution covering the condemnation of [illegible]. Mr. [illegible] expressed his objection to [illegible] in the minutes of any meeting, matters which are not actually [illegible] at the meeting, which objection, of course, is well founded, since the minutes [illegible] the action of the Commission at the time of the meeting itself. However, we made an exception to such policy in this instance.

It will not be necessary to incorporate in the minutes of the November meeting the amounts of the offers [illegible] to the two commissioners, for I will present this matter to the commissioners for confirmation at the December meeting and it will be made a part of the minutes of the December meeting. However, the two commissioners [illegible] the following offers:

File No. 18189 George [illegible]t $ [illegible].00

File No. 17936 Gilchrist
[illegible] $[illegible].00
$[illegible].00 per M-FBM of Ponderosa and Sugar Pine and $10.00 per M-FBM of Lodgepole or Jack Pine, with the amount of timber to be determined by [illegible].

Yours very truly,

C. L. [illegible]
Chief Counsel

CLB:jfw
cc: Jack McCullough
Forrest Cooper
W. C. Williams

RECEIVED
OCT 4 - 1951
FOR FILING

File

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

[illegible]
[illegible]
[illegible]

September 27, 1951

NOTED
State Highway Engineer

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Oregon Project BF-120(2)
Gilchrist-Crescent Section
of The Dalles-California
Highway - Letter of Intent

Dear Sir:

It has been determined that the subject project meets eligibility requirements, based on the criteria of essentiality described in Section Two of the Commissioner's memorandum of June 12, 1951, for an allotment of controlled materials and priority assistance.

Within the steel, copper and aluminum quantity limitations received from the Defense Production Administration, allotment of controlled materials will be made to the project when the contractor is ready to order his materials.

Very truly yours,

C. G. Polk
C. G. POLK
Acting District Engineer

Copy 1 to Paxson

CC - Division 8 Office

NOTED
W. C. WILLIAMS

RECEIVED
OCT 2 [illegible]
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 4 - 1951
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

[illegible]
[illegible]
[illegible]

September 27, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
State Highway Engineer

Re: Oregon Project BF-126(2)
Crescent-Willamette Junction
Section of The Dalles-California Highway - Letter of Intent

Dear Sir:

It has been determined that the subject project meets eligibility requirements, based on the criteria of essentiality described in Section Two of the Commissioner's memorandum of June 12, 1951, for an allotment of controlled materials and priority assistance.

Within the steel, copper and aluminum quantity limitations received from the Defense Production Administration, allotment of controlled materials will be made to the project when the contractor is ready to order his materials.

Very truly yours,

C. G. Polk
C. G. POLK
Acting District Engineer

Copy to Paxson

CC - Division 8 Office

RECEIVED
OCT [illegible]
OREGON
STATE HIGHWAY COMMISSION

F-13(4) Bay City-Tillamook Section 1/32
of the Oregon Coast Highway,
43607 (8 Miles North of Tillamook)

RECEIVED
FOR FILING

NOTED
State Highway Engineer

April 16th, 1954

FINAL COST ANALYSIS
Grading and Paving
Koppish Construction Co., Contractor
Arthur Duffy, Resident Engineer

Bay City-Tillamook Section
Contract #3607

Oregon Coast Highway
Prefix 29-1046 BF-137(4)

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	All		$	$	$ 15,759.50	$ 14,000.00
Removal of Pavement	3,210.2	Sq. Yd.	1.50	0.93	2,999.20	4,815.30
Struct. Excavation	639.95	Cu. Yd.	4.00	3.35	2,142.13	2,559.80
Trench "	166.54	" "	4.00	3.35	557.33	666.16
General "	168,877.5	" "	0.38	0.368	62,259.98	64,173.45
Short Overhaul	749,801	Yd. Sta.	0.02	0.02	14,996.02	14,996.02
Long "	19,911.2	C-Yd. Sta.	0.50	0.50	9,955.60	9,955.60
Finish R/B & Slopes	2.15	Mile	500.00	464.00	997.49	1,075.00
Rounding Cutbanks	3,990	Lin. Ft.	0.20	0.16	626.53	798.00
12" Corr. Metal Pipe	48	" "	3.00	2.66	127.51	144.00
36" " " "	216	" "	12.00	11.58	2,500.31	2,592.00
36" Corr. Metal Arch Type Pipe	124	" "	10.00	8.68	1,076.89	1,240.00
58" Corr. Metal Arch Type Pipe	83	" "	20.00	17.44	1,447.83	1,660.00
65" Corr. Metal Arch Type Pipe	69	" "	25.00	19.64	1,355.24	1,725.00
12" Metal Tide Gate	1	Each	20.00	19.56	19.56	20.00
12" Concrete Culvert Pipe	462	Lin. Ft.	2.00	1.94	898.80	924.00
18" " " "	411	" "	4.00	3.30	1,351.85	1,644.00
8" Perf. Concrete Drain Pipe	783	" "	1.75	0.80	628.40	1,370.25
Salvage Culvert Pipe	39	" "	1.00	1.00	39.00	39.00
3/8"-0" Backfill in Drain	70.93	Cu. Yd.	6.75	5.51	390.86	478.78
3"-0" Material in Base	22,388.5	" "	1.40	1.18	26,444.31	31,343.90
3/4"-0" Material in Base and Shoulders	4,669	" "	3.75	2.99	13,947.30	17,508.75
Sprinkling	216	M/Gal.	3.50	2.51	542.54	756.00

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Preparation of Base	2.15	Mile	$350.00	$271.70	$ 582.04	$ 752.50
*3/4"-0" Mat'ls. in Binder Course	260	Cu. Yd.	5.50	5.50	1,430.00	1,430.00
*Furnish & Place RC-3 in Binder	40.43	Ton	55.00	55.00	2,223.65	2,223.65
*Class "B" Asphaltic Concrete	5,891.620	"	8.75	8.75	51,551.68	51,551.68
PA #1, Road Approach Extension, D-8 Tractor with Dozer	6.5	Hour	13.23	10.09	65.59	86.00
					$216,927.22	$230,528.84

* Items subcontracted to United Contracting Company.

Gross Revenue	$230,528.84
Total Cost	216,927.22
Net Profit	$ 13,601.62

Net Profit Equals 5% of Gross Revenue

Detail of Cost

Labor:

Supervision and Labor	$ 50,137.83	
Labor Insurance	3,399.34	$ 53,537.17

Materials:

12" Corr. Metal Pipe	48	Lin. Ft.	at	$1.91	$ 96.64	
12" " " " Bands	2	Each	"	2.48	7.44	
36" " " "	216	Lin. Ft.	"	8.35	1,803.60	
36" " " " "	12	Each	"	8.34	83.40	
36" Corr. Arch Type Pipe	124	Lin. Ft.	"	5.96	739.04	
36" " " " " Bands	6	Each	"	7.75	46.50	
58" " " " "	83	Lin. Ft.	"	12.17	1,010.11	
58" " " " " "	4	Each	"	11.73	46.92	
65" " " " "	69	Lin. Ft.	"	14.39	992.91	
65" " " " " "	3	Each	"	14.77	44.31	
12" Metal Tide Gate	1	"	"	15.80	15.80	
12" Concrete Culvert Pipe	462	Lin. Ft.	"	1.15	531.30	
18" " " "	411	" "	"	2.20	904.20	
8" Perf. Concrete Drain Pipe	783	" "	"	0.40	313.20	
3/8"-0" Backfill in Drains	75	Cu. Yd.	"	1.85	138.75	
*3"-0" Material in Base (Pit Run)	22,388.5	" "	"	0.05	1,119.43	
3/4"-0" Material in Base and Shoulders	4,669	" "	"	1.70	7,937.30	15,830.85

* Royalty for 3"-0" from C. H. Kinnaman

Equipment Rental, Supplies & Miscellaneous:

Equipment Rental	$ 67,646.62	
Gas, Oil & Grease	9,960.15	
Bond	1,730.32	
P.L. & P.D.	1,383.00	
Explosives Used in Grubbing	460.23	
General Overhead & Home Office	6,915.00	
Small Tools & Misc. Supplies	2,305.00	
Move In, Freight & Cartage	1,781.00	
P.U.C.	170.00	92,351.27

United Contracting Co., Subcontractor on Oiling & Paving	$ 55,205.28	55,205.28

Total Cost $216,927.22

Bay City-Tillamook

This was a "Regular Federal Aid Project" for grading, surfacing and paving of 2.15 miles of highway roadbed on the Bay City-Tillamook Section of the Oregon Coast Highway in Tillamook County.

The project was bid October 12th, 1951, work started February 12th, 1952, and was completed October 30th, 1953.

Clearing consisted of second growth fir, spruce, alder, large old stumps, roadside brush and small trees. Two d-8 tractors with clearing dozers, one 3/4 cu. yd. shovel, power saws and a 3- to 6-man crew worked part of 5 months on the major portion of the clearing, with the remainder being handled as the grading progressed. Continuous rains delayed progress and retarded the burning. The wintering of key men was responsible for clearing showing a loss.

Structural and trench excavation were handled with a 3/4 cu. yd. shovel helped occasionally by a D-8 tractor. Prices were high, but unstable material was encountered, which slowed up progress and increased the cost.

Grading on the project entailed the moving of 168,000 cu. yds. of excavation, the major part of which was moved with rubber-tired scraper units in 1952. Bridge structures and cattle passes were not completed, and the contractor suspended operations October 17th, 1952, and due to extremely rainy spring, operations were not resumed until July 24th, 1953. The unstable condition of the fill that was built in the fall of 1952 made it almost impossible to haul over, slowing up all the hauling equipment and a dozer was required to push empty equipment back off the muddy fill. With good supervision this item shows a slight profit.

Pipe bid prices were high, One 3/4 cu. yd. shovel and pipe crew of from 3 to 4 men placed all pipe on the job. Progress was slow due to unstable foundation materials, resulting in a reasonable profit on both the concrete and metal pipe.

Equipment used by the contractor on grading consisted of one 3/4 cu. yd. shovel, four tournapulls, two DW-21's, 3 Heiliners, four D-8 tractors with dozers, two rollers, one blade, seven 5 cu. yd. trucks, two pickups and miscellaneous small tools.

The oiling and the asphaltic concrete paving were subcontracted to the United Contracting Company at the bid prices.

This project was handled well by Mr. Wheatley, General Superintendent for the Heavy Hauling Company. Equipment was in excellent condition or new. A good profit was realized.

E. H. Clymer
Chief Cost Analyst

By . . H. R. Sturgis

RECEIVED
MAR 12 1954
FOR FILING

Lewis

March 11, 1954

The United Contracting Company
P. O. Box 5075
Portland 13, Oregon

Gentlemen:

State Highway Contract No. 3607 for grading and paving the Bay City-Tillamook Section of the Oregon Coast Highway in Tillamook County was completed by Heavy Hauling Company on October 30 and accepted by the Commission on December 10, 1953. It is our understanding that the six months' period in which to file runs from the date of acceptance.

If you wish to file your claim with the Secretary of State, we have attached an excerpt from the Oregon Laws outlining the necessary procedure.

If you wish us to consider this as a claim against the contract, please let us know the amount and nature of the claim.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

THE UNITED CONTRACTING COMPANY
GENERAL CONTRACTORS
P. O. BOX 5075
PORTLAND 13, OREGON

March 10th 1954

Oregon State Highway Commission
Salem, Oregon.

Gentlemen:

The Koppisch Construction Company still owes us some money in connection with their Oregon State Highway Contract #3607 at Bay City Oregon.

Please advise us the date the six months will expire in which we may file against their bond on this contract.

Yours very truly,

THE UNITED CONTRACTING COMPANY

RM Cutting

R. M. Cutting
Asst. Secy-Trea.

RMC/B

RECEIVED
MAR 11 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

[illegible]

March 11, 1954

R. D. Kerr Real Estate
2006 Third Street
Tillamook, Oregon

Attention: Mr. Richard D. Kerr

Gentlemen:

In your letter of March 9, 1954 received in today's mail you request information concerning the yardage of gravel that was removed by Koppisch Construction Company from the Caroline H. Kinnaman gravel bar, located north of the city of Tillamook during construction of the new highway between Bay City and Tillamook in 1953.

According to the records in our Office Engineering Department the quantity of material taken by Koppisch Construction Company from the gravel bar that you mention is 21,261.5 cubic yards.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: Koppisch Construction Company
P. O. Box 327
Astoria, Oregon

R. D. Kerr

FARMS -:- HOMES -:- TIMBER
PHONE 129

2006 THIRD STREET
TILLAMOOK, OREGON

March 9, 1954

H. B. Glaser
Oregon State Highway Commission
Salem, Oregon

Sir:

Iam writing with a request for information concerning the gravel yardage removed from Caroline H. Kinnaman gravel bar located North of the city of Tillamook. This gravel went on the new highway 101 built between Bay City and Tillamook in 1953.

Koppich Construction Company of Astoria, Oregon removed the gravel and to date we have not received payment. If it is possible I would greatly appreciate receiving the amount of gravel removed from this property. Iam writing for this information as property manager for the farm on which gravel bar is located. Your earliest reply appreciated.

I remain;

Very truly yours,

R. D. KERR REAL ESTATE

Richard D. Kerr
Richard D. Kerr Broker

ANSWERED
H. B. GLAISYER

R.D.K./A.J.

RECEIVED
MAR 11 1954
OREGON
STATE HIGHWAY COMMISSION

[illegible]

According to our records the quantity was 21,261.5 cu. yds.
Suggest copy of letter be sent to Koppisch. S.T.

FORM 8-50 25M 9-51

OREGON STATE HIGHWAY DEPARTMENT

INTER DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 11, 1954

SUBJECT:

NOTED
W. C. WILLIAMS

To:

Mr. C. W. Enfield
Chief Counsel
OFFICE

Dear Sir:

We have had another "water" complaint, this one being on the Bay City-Tillamook Section about 3/4 of a mile northwesterly from the Kilchis River.

Two owners, Pye and Brownlee contend that flood conditions of their low ground south and westerly from the new highway have been worsened. An investigation discloses that the construction of the highway would divert additional water to the property owned by these men. A tentative arrangement has been worked out with these people whereby the State would install an additional 36-inch culvert through a dike approximately 450 feet southerly from Station 191. This culvert, which will have a tide gate at its outlet end, should alleviate the condition complained of by the owners and it is proposed that an agreement be drawn to be signed by the property owners, which agreement should waive all damages, past, present, and future, in consideration of the installation of the pipe. The property owners are to assume responsibility for maintenance, repair, and, if necessary, replacement of the facility after it has been installed by the State. In addition to the above, the owners will be required to do considerable work on their own drainage facilities, none of which work having any bearing on this agreement and should not be included. The actual installation of the culvert and tide gate will be on the property owned by Pye.

Pye and Brownlee are contract purchasers and we acquired right of way under File 17911 (William J. and Helen Mae Brownlee) by negotiation. Right of way was acquired from Archibald and C. Rowena Pye by condemnation (L 1789).

I believe it would be well to mention in the release that the State is relieved of any liability of any kind due to failure of the tide gate to function.

If additional information is necessary, I suggest that you have the person who is to write the agreement discuss the matter with me personally.

Very truly yours,

H. G. Smith
Construction Engineer

By

Forrest Cooper
Ass't. Construction Engineer

FC:js
cc W. C. Williams
J. D. Walker

OREGON STATE HIGHWAY DEPARTMENT
(date)
Feb. 8, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3607	15-final	KOPPISCH CONSTR. CO.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
2138	R-86993	$ 6,740.37	2/8/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Sep. 30, 1953

Time Extensions: Extended to Oct. 30, 1953 without penalty

Completion Date: Oct. 30, 1953

Date Accepted: Dec. 10, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 2-8-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: 2-8-54

RECEIVED
FOR FILING

January 29, 1954

Glens Falls Indemnity Company
Pacific Coast Department
6th Floor, Mills Tower
San Francisco, California

Gentlemen:

State Highway Contract No. 3607 for work performed on the Bay City-Tillamook Section of the Oregon Coast Highway in Tillamook County was completed by the contractor, Koppisch Construction Co., Inc., on October 30, 1953, and was formally accepted by the Highway Commission on December 10, 1953.

Final payment in the amount of $6,740.37 will be released to the contractor, assigned to The Bank of St. Helens, on or after February 8, 1954. The total contract amount is $230,528.84, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

1-29-54
M.D.

cc - Rodgers Insurance Agency, Inc.
803 Title & Trust Building
Portland 4, Oregon

Form E-1—10M—11-51

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 18, 19 53

Section Bay City - Tillamook

Kind of work Grading and Paving

Highway Oregon Coast

Section prefix 29-1046

Contractor Heavy Hauling Company

Contract number 3607

Date of contract December 7, 19 51

Date of completion September 30 19 53

Date work started February 12, 19 52

Estimated date of completion 19

Amount of contract . . . . $ 260,147.53

Per cent of time elapsed 108 %

Estimated cost of completed project, exclusive of engineering . . . . $ 239,745.62

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $ 23,700 , 119 %

Date project was completed October 30, 19 53

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Monday submitted semi-final estimate.

FINAL WEEKLY REPORT.

Remaind er of week Transitman, Head Chainman and self on other work (establishing projected L2 alignment at Wi-ne-Ma on the Little Nestucca River - Neskowin Section, Oregon Coast Highway).

Party will be off next Monday untill January on exchange time and vacation leave.

RECEIVED
DEC 21 1953

NOTED
FORREST COOPER

Signed Arthur Duffy

Address Box 169, Tillamook, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.31	2.31			2.31
Miles partially completed					
Miles completed	2;3.	2.31			2.31
Total estimated quantities	168,870 cy	27,300 cy			5,892 Tons
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Cloudy		
Tuesday	"		
Wednesday	"		
Thursday	Rain		
Friday	"		
Saturday			

State Printing 63382

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EF-1[illegible]

3607

November 27, 1953

Rodgers Insurance Agency, Inc.
803 Title & Trust Building
Portland 4, Oregon

Attention: Mr. David J. Kuhlman

Gentlemen:

This acknowledges your letter of November 25, 1953 consenting in behalf of the Glens Falls Indemnity Company to the release to Heavy Hauling Company of all but 3% of the retained percentage in connection with State Highway Contract No. 3607 for grading and paving the Bay City-Tillamook Section of the Oregon Coast Highway in Tillamook County.

In view of your letter, I am authorizing the Highway Commission's Auditor to release the payment today.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: C. H. Maison

REFERRED TO Jerry — Mrs Lewis
BY SECRETARY

note on card

NOTED ON CARD
11-27-53

Falls
INDEMNITY COMPANY
Glens Falls, N. Y.

R. H. GRIFFITH, VICE-PRESIDENT
JOHN L. SERGEANT, SECRETARY
PACIFIC COAST DEPARTMENT
MILLS TOWER SAN FRANCISCO 4

Rodgers Insurance Agency, Inc.
803 TITLE & TRUST BUILDING
Telephone Atwater 8496
PORTLAND 4, OREGON

November 25, 1953

Mr. H. D. Glaisyer
Oregon State Highway Dept.
Salem, Oregon

Dear Mr. Glaisyer:

Re: Glens Falls
Bond #497544
Heavy Hauling Co., Principal

This will serve as consent of surety to the reduction in earned retainage on contract #3607 Bay City-Tillamook Section Grading & Paving to 3%.

Yours very truly,

RODGERS INSURANCE AGENCY, INC.

David J Kuhlman
David J. Kuhlman

DJK:BM

GLENS FALLS INDEMNITY COMPANY

BY David J Kuhlman
Attorney in fact

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NOV [illegible] 1953
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. GLAISYER

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[illegible]

3607

November 4, 1953

The Bank of St. Helens
21st and Columbia Boulevard
St. Helens, Oregon

Gentlemen:

As requested by Mr. Oja yesterday there is attached to this letter a copy of the assignment to your bank given by Heavy Hauling Company (Koppisch Construction Company, Inc.) on State Highway Contract No. 3607.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Heavy Hauling Company
P. O. Box 327
Astoria, Oregon

Attention: Mr. Harold Oja

Heavy Hauling Contract

3697 – copy of assignment to Bank! – They lost theirs send to St Helens Bank

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November 4, 1953

Mike DeCicco & Son
2920 S. W. Corbett
Portland 1, Oregon

Attention: Mr. Harold M. DeCicco

Gentlemen:

The Heaving Hauling Company between May 29 and August 29, 1953, was working on State Highway Contract No. 3607 on the Bay City Section of the Oregon Coast Highway. Glens Falls Indemnity Company through Rodgers Insurance Agency, Inc., 803 Title and Trust Building, Portland 4, furnished the performance bond on this contract.

The Koppisch Construction Company, Inc., which is a change in name from Heavy hauling Company, was also working on State Highway Contract No. 3762 on the Cannon Beach-Arcadia Section of the Oregon Coast Highway. The same company and agent furnished the bond for this contract. Contract No. 3762, however, was completed on June 11, 1953, whereas, Contract No. 3607 was not completed until October 30, 1953.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

"MIKE"

MIKE DE CICCO AND SON

MAIN OFFICE—2920-2940 S. W. CORBETT
PORTLAND 1, OREGON

RADIO AND APPLIANCE STORE
2920-2940 S. W. CORBETT

ATWATER 9497-98
ATWATER 0308

WAREHOUSE 2321-37 S. W. WATER
TERMINAL WHSE. 2220-2330 S. W. WATER

November 2, 1953

Oregon State Highway Commission
Capital Building
Salem, Oregon

Gentlemen:

Request Oregon State Highway Commission jobs awarded or being worked and the name of the Bonding Company covering each job should there be more than one, for the HEAVY HAULING COMPANY, Astoria, Oregon, for the following period of time.

May 29, 1953 to August 29, 1953.

Thank you, for you co-operation which we feel sure that we can expect.

Very truly yours,

MIKE DE CICCO & SON

Harold M. De Cicco

Harold M. De Cicco
Vice President

REFERRED TO
BY SECRETARY

HMDC:bm

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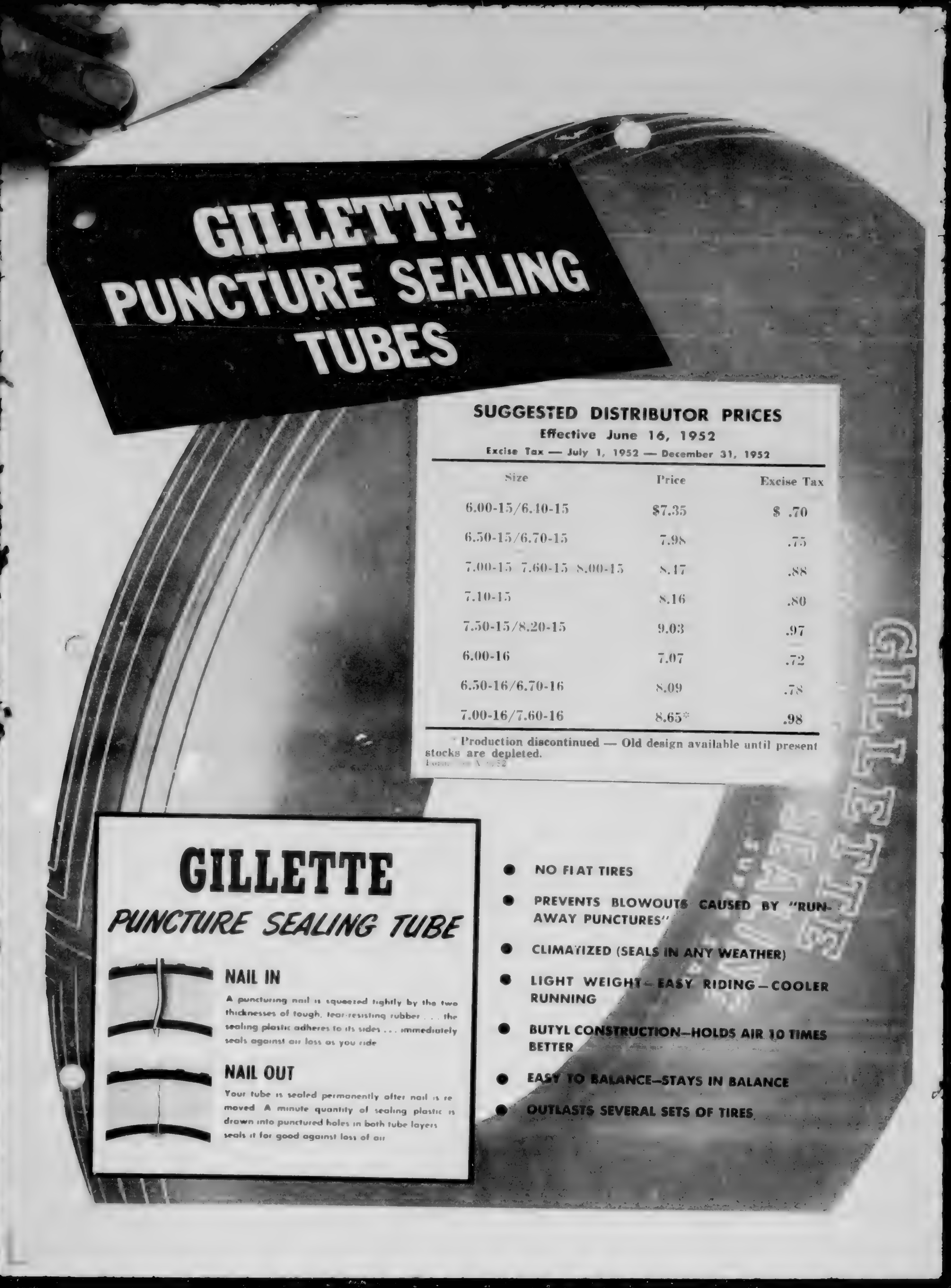
[illegible]
OREGON
STATE HIGHWAY COMMISSION

3657
3657
3762

JOBBERS GILLETTE TIRES FOR S. W. WASHINGTON and THE STATE OF OREGON



GILLETTE PUNCTURE SEALING TUBES

SUGGESTED DISTRIBUTOR PRICES

Effective June 16, 1952

Excise Tax — July 1, 1952 — December 31, 1952

Size	Price	Excise Tax
6.00-15/6.40-15	$7.35	$ .70
6.50-15/6.70-15	7.98	.75
7.00-15 7.60-15 8.00-15	8.47	.88
7.10-15	8.16	.80
7.50-15/8.20-15	9.03	.97
6.00-16	7.07	.72
6.50-16/6.70-16	8.09	.78
7.00-16/7.60-16	8.65*	.98

* Production discontinued — Old design available until present stocks are depleted.

[illegible]

GILLETTE

PUNCTURE SEALING TUBE

NAIL IN

A puncturing nail is squeezed tightly by the two thicknesses of tough, tear-resisting rubber . . . the sealing plastic adheres to its sides . . . immediately seals against air loss as you ride

NAIL OUT

Your tube is sealed permanently after nail is removed A minute quantity of sealing plastic is drawn into punctured holes in both tube layers seals it for good against loss of air

- NO FLAT TIRES
- PREVENTS BLOWOUTS CAUSED BY "RUN-AWAY PUNCTURES"
- CLIMATIZED (SEALS IN ANY WEATHER)
- LIGHT WEIGHT—EASY RIDING—COOLER RUNNING
- BUTYL CONSTRUCTION—HOLDS AIR 10 TIMES BETTER
- EASY TO BALANCE—STAYS IN BALANCE
- OUTLASTS SEVERAL SETS OF TIRES

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November 3, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on October 30, 1953 on Contract No. 3607, Bay City-Tillamook Section in Tillamook County, in connection with Federal Aid Project No. HF-137 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

MCW:gs

cc: John Cattrall

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October 15, 1953

Heavy Hauling Co.
P. O. Box 327
Astoria, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on September 24, 1953, had under discussion your request for an extension of time from September 30 to October 30, 1953 within which to complete your contract No. 3607, for grading and paving on the Bay City-Tillamook Section of the Oregon Coast Highway in Tillamook County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

gl

cc: J. T. Walker,
Division Engineer

Arthur Duffy,
Resident Engineer

H. G. Smith,
Construction Engineer

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September [illegible], 1953

Request for extension of time
Item [illegible]
September 24 and 25 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from the Heavy Hauling Company for an extension of time on the Bay City-Tillamook Section, Contract No. 3007, from September 30, 1953 to October 30, 1953.

Excessively heavy rains during the spring months prevented the contractor from completing the grading in sufficient time to do the anticipated paving.

The extension in time does not penalize the State in the way of extra expense or inconvenience to the public, and I recommend that the extension be granted without penalty. Mr. C. G. [illegible] of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

HGS lg

ATTACHMENT

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PF-137(4)

3-1

September 16th, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Bay City-Tillamook Contract #3607, Oregon PF-137(4), from September 30th, 1953, to October 30th, 1953, to the Heavy Hauling Company, contractors.

Extremely heavy rains in the coastal area during the spring months prevented the contractor from completing the grading in sufficient time to do his paving as anticipated.

The overrun in time does not penalize the State in the way of extra expense or inconvenience to the public, and I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

R

cc to: H. G. Smith

FORM E-30 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 10, 1953

SUBJECT:

To: Mr. J. D. Walker
Division Engineer
O f f i c e

Dear Sir:

The subcontract between Kopadisch Construction Company, Inc., and The United Contracting Company, covering a portion of Item 27, and all of Items 28 to 31, inclusive, on the Bay City-Tillamook Contract No. 3607, Ore. BF-137 (4), is approved, and you may so inform the interested parties.

Five copies of the subcontract are returned herewith for distribution.

Very truly yours,

R. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:ch

Encls.

cc C. G. Polk (2)
W. C. Williams

~~Form PR~~ 2 (Revised 1946)

State Oregon

Federal Aid Bond Issue

Project No. NF-137(4)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 5th day of January, 1953, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 3rd day of August, 1951, a program, which was approved on the 28th day of August, 1951, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 27th day of September, 1951; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of two hundred seventy-eight thousand and 00/100 dollars ($278,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

[illegible]

Total $262,909.50

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Proceeds of Bonds authorized by ~~[illegible]~~, ~~[illegible]~~ Chapter 491, Oregon Laws 1951, viz.: (Include date and citation of act of legislature by which authorized)

Issue	Amount	Date of Issue	Beginning Date of Maturities
~~[illegible]~~			
First	$15,000,000	Oct. 1, 1951	Oct. 1, 1952
Second	$15,000,000	Mar. 1, 1952	Mar. 1, 1953
Third	$10,000,000	Feb. 1, 1953	Feb. 1, 1954

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 119+50 in the NE 1/4, Section 13, T. 1 S., R. 10 W., W.M., and survey station 241+51.08 in the SW 1/4, Section 2, T. 1 S., R. 10 W., W.M., without exception, length 2.314 miles, in Tillamook County, being Oregon Federal Aid / Bond Issue project No. HF-137(4), consisting of 2.149 miles of roadway and six bridges, each of more than 20 feet clear span, 0.165 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator" "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of two hundred seventy-eight thousand and 00/100 dollars ($278,000.00), which does not exceed the authorized Federal pro rata share of four hundred sixty-five thousand, one hundred sixty-four and 70/100 dollars ($465,164.70), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. No payments hereunder will be made to the State as the construction of said project progresses or immediately upon its completion, and no present or immediate obligation is created by this agreement against Federal-aid funds apportioned and now unobligated and available to the State, the purpose and intent of this agreement being to provide aid to the State, as authorized by section 5 of the Federal-Aid Highway Act of 1950, in retiring annual maturities of the principal indebtedness of the bonds mentioned in Article I hereof, and as such bonds mature annually and the State requests Federal reimbursement pursuant hereto to aid in meeting such annual maturities and certifies that such bonds have been retired the Bureau of Public Roads will submit vouchers to the Secretary of the Treasury for payment to the State Treasurer, hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon, of such sums based on such annual maturities as the State shall request and as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. If in any year no Federal funds apportioned to the State shall be unobligated and available from which payments hereunder may be made there shall be no obligation on the part of the Federal Government hereunder on account of bond maturities for that year.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Total $262,509.50

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By ....
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By ....
Member, State Highway Commission
(Title of officer)

By ....
(Title of officer)

By ....
(Title of officer)

STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,

By ....
Division Engineer,
Public Roads Administration.

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U. S. GOVERNMENT PRINTING OFFICE 16—11379-2

Oregon State Highway Commission

Federal Aid Project
No. EF-137 (4)

BAY CITY-TILLAMOOK SECTION OF THE
OREGON COAST HIGHWAY IN TILLAMOOK COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 17, 1952

Type Code 6201
Roadway (Sta. 119+50 to 241+51.08)

All Required		Clearing and Grubbing		$ 14,000.00
50	sq. ft.	Felling Danger Trees	$ 2.00	100.00
2,600	sq. yds.	Removal of Pavement	1.50	3,900.00
460	cu. yds.	Structural Excavation, Unclassified	4.00	1,840.00
110	cu. yds.	Trench Excavation, Unclassified	4.00	440.00
163,000	cu. yds.	General Excavation, Unclassified	0.38	61,940.00
724,000	yd. stas.	Short Overhaul	0.02	14,480.00
21,500	C-yd. stas.	Long Overhaul	0.50	10,750.00
2.15	miles	Finishing Roadbed and Slopes	500.00	1,075.00
4,300	lin. ft.	Rounding Cutbanks	0.20	860.00
50	lin. ft.	12-inch Corrugated Metal Pipe	3.00	150.00
120	lin. ft.	36-inch Corrugated Metal Pipe	12.00	1,440.00
130	lin. ft.	30-inch Arch Type Corrugated Metal Pipe	10.00	1,300.00
80	lin. ft.	58-inch Arch Type Corrugated Metal Pipe	20.00	1,600.00
70	lin. ft.	65-inch Arch Type Corrugated Metal Pipe	25.00	1,750.00
1	only	12-inch Metal Tide Gate	20.00	20.00
120	lin. ft.	12-inch Concrete Pipe	2.00	240.00
270	lin. ft.	18-inch Concrete Pipe	4.00	1,080.00
1,140	lin. ft.	8-inch Perforated Concrete Drain Pipe	1.75	1,995.00
110	lin. ft.	Salvaging Culvert Pipe	1.00	110.00
110	cu. yds.	3/8" - 0 Backfill in Drains	6.75	742.50
1	only	Concrete Catch Basin	150.00	150.00
23,600	cu. yds.	3" - 0 Material in Base	1.40	33,040.00
5,200	cu. yds.	3/4" - 0 Material in Base and Shoulders	3.75	19,500.00
630	M-gals.	Sprinkling	3.50	2,205.00
2.15	miles	Preparation of Base	350.00	752.50
300	cu. yds.	3/4" - 0 Material in Binder Course	5.50	1,650.00
50	tons	Furnish and Place RC-3 Asphalt in Binder Course	55.00	2,750.00
6,400	tons	Class "B" Asphaltic Concrete	8.75	56,000.00
28	tons	RS-1 Emulsified Asphalt in Seal Coat	60.00	1,680.00
170	cu. yds.	Aggregate in Seal Coat	6.50	1,105.00
		Subtotal		$238,645.00
		10% Engr. & Cont.		23,864.50
		Total		$262,509.50

Type Code X021
Kilchis River Bridge (Sta. 140+36 to 143+12)

All Required		Shoring, Cribbing, Etc.		$ 15,000.00
330	cu. yds.	Excavation	$ 7.00	2,310.00
10	cu. yds.	Excavation below Elevation Shown	15.00	150.00
1,860	lin. ft.	Furnish Untreated Piling	0.70	1,302.00
72	only	Drive Untreated Piles	40.00	2,880.00
1,760	lin. ft.	Furnish Treated Piling	1.90	3,344.00
42	only	Drive Treated Piles	38.00	1,596.00
630	cu. yds.	Class "A" Concrete	61.00	38,430.00
125,000	lbs.	Metal Reinforcement	0.10	12,500.00
				$ 77,512.00

Type Code X021
Nielson Slough Bridge (Sta. 147+60 to 148+60)

1,100	lin. ft.	Furnish Treated Piling	$ 2.00	$ 2,200.00
30	only	Drive Treated Piling	35.00	1,050.00
150	cu. yds.	Class "A" Concrete	61.00	9,150.00
3.3	M-FBM	Treated Lumber in Place	300.00	990.00
45,500	lbs.	Metal Reinforcement	0.10	4,550.00
				$ 17,940.00

Type Code X021
Stasak Slough Bridge (Sta. 155+75 to 158+00)

2,200	lin. ft.	Furnish Treated Piling	$ 2.00	$ 4,400.00
60	only	Drive Treated Piling	35.00	2,100.00
360	cu. yds.	Class "A" Concrete	61.00	21,960.00
5.7	M-FBM	Treated Lumber in Place	300.00	1,710.00
102,000	lbs.	Metal Reinforcement	0.10	10,200.00
				$ 40,370.00

Type Code X021
Hathaway Slough Bridge (Sta. 170+37 to 171+87)

1,540	lin. ft.	Furnish Treated Piling	$ 2.00	$ 3,080.00
42	only	Drive Treated Piles	35.00	1,470.00
220	cu. yds.	Class "A" Concrete	60.00	13,200.00
4.5	M-FBM	Treated Lumber in Place	300.00	1,350.00
60,700	lbs.	Metal Reinforcement	0.10	6,070.00
				$ 25,170.00

Type Code X021
Bridge (Sta. 178+61 to 179+41)

1,025	lin. ft.	Furnish Treated Piling	$ 1.60	$ 1,640.00
28	only	Drive Treated Piles	35.00	980.00
115	cu. yds.	Class "A" Concrete	60.00	6,900.00

21,000	lbs.	Metal Reinforcement	$ 0.10	$ 2,100.00
				$ 11,620.00

Type Code X021
Bridge (Sta. 188+28 to 188+88)

1,025	lin. ft.	Furnish Treated Piling	$ 1.60	$ 1,640.00
28	only	Drive Treated Piles	35.00	980.00
115	cu. yds.	Class "A" Concrete	60.00	6,900.00
21,000	lbs.	Metal Reinforcement	0.10	2,100.00
				$ 11,620.00

Subtotal	$184,232.00
10% Engr. & Cont.	18,423.20
Total	$202,655.20

Length of Roadway	2.149 miles
Length of Structures	0.165 mile
Total Length	2.314 miles
Cost per Mile, Roadway	$122,154.25

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$262,509.50	$156,886.00	$105,623.50
Structures	202,655.20	121,114.00	81,541.20
	$465,164.70	$278,000.00	$187,164.70

State Funds for Constr.: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939; Chap. 491, laws 1951.
State Funds for Maint.: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Project
No. FF-137 (4)

3591
3607

BAY CITY-TILLAMOOK SECTION OF THE
OREGON COAST HIGHWAY IN TILLAMOOK COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.

Salem, Oregon, September 28, 1951

Type Code 6201
Roadway (Sta. 119+50 to 241+51.08)

All Required		Clearing and Grubbing		$ 2,500.00
50	sq. ft.	Felling Danger Trees	$ 4.00	200.00
2,600	sq. yds.	Removal of Pavement	0.75	1,950.00
460	cu. yds.	Structural Excavation, Unclassified	4.50	2,070.00
110	cu. yds.	Trench Excavation, Unclassified	3.00	330.00
163,000	cu. yds.	General Excavation, Unclassified	0.38	61,940.00
724,000	yd. stas.	Short Overhaul	0.02	14,480.00
21,500	C-yd. stas.	Long Overhaul	0.50	10,750.00
2.15	miles	Finishing Roadbed and Slopes	500.00	1,075.00
4,300	lin. ft.	Rounding Cutbanks	0.15	645.00
50	lin. ft.	12-inch Corrugated Metal Pipe	3.00	150.00
120	lin. ft.	36-inch Corrugated Metal Pipe	10.00	1,200.00
130	lin. ft.	36-inch Arch Type Corrugated Metal Pipe	11.00	1,430.00
80	lin. ft.	58-inch Arch Type Corrugated Metal Pipe	30.00	2,400.00
70	lin. ft.	65-inch Arch Type Corrugated Metal Pipe	35.00	2,450.00
1	only	12-inch Metal Tide Gate	50.00	50.00
120	lin. ft.	12-inch Concrete Pipe	2.00	240.00
270	lin. ft.	18-inch Concrete Pipe	3.50	945.00
1,140	lin. ft.	6-inch Perforated Concrete Drain Pipe	1.50	1,710.00
110	lin. ft.	Salvaging Culvert Pipe	2.00	220.00
110	cu. yds.	3/8" - 0 Backfill in Drains	6.50	715.00
1	only	Concrete Catch Basin	80.00	80.00
23,600	cu. yds.	3" - 0 Material in Base	1.75	41,300.00
5,200	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.50	13,000.00
630	M-gals.	Sprinkling	2.50	1,575.00
2.15	miles	Preparation of Base	250.00	537.50
300	cu. yds.	3/4" - 0 Material in Binder Course	3.50	1,050.00

50	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	$ 50.00	$ 2,500.00
6,400	tons	Class "B" Asphaltic Concrete	7.50	48,000.00
28	tons	RS-1 Emulsified Asphalt in Seal Coat	60.00	1,680.00
170	cu. yds.	Aggregate in Seal Coat	6.50	1,105.00
		Subtotal		$218,277.50
		10% Engr. & Cont.		21,827.75
		Total		$240,105.25

Type Code X021
Kilchis River Bridge (Sta. 140+3[illegible] to 143+12)

All Required		Shoring, Cribbing, Etc.		$ 5,000.00
330	cu. yds.	Excavation	$ 10.00	3,300.00
10	cu. yds.	Excavation Below Elevation Shown	15.00	150.00
1,860	lin. ft.	Furnish Untreated Pilin	0.60	1,116.00
72	only	Drive Untreated Piles	50.00	3,600.00
1,760	lin. ft.	Furnish Treated Piling	1.50	2,640.00
42	only	Drive Treated Piles	50.00	2,100.00
630	cu. yds.	Class "A" Concrete	65.00	40,950.00
125,000	lbs.	Metal Reinforcement	0.12	15,000.00
				$ 73,856.00

Type Code X021
Nielsen Slough Bridge (Sta. 147+60 to 14[illegible]+60)

1,100	lin. ft.	Furnish Treated Piling	$ 1.50	$ 1,650.00
30	only	Drive Treated Piling	50.00	1,500.00
150	cu. yds.	Class "A" Concrete	65.00	9,750.00
3.3	M-FBM	Treated Lumber in Place	300.00	990.00
45,500	lbs.	Metal Reinforcement	0.12	5,460.00
				$ 19,350.00

Type Code X021
Stasek Slough Bridge (Sta. 155+7[illegible] to 158+00)

2,200	lin. ft.	Furnish Treated Piling	$ 1.50	$ 3,300.00
60	only	Drive Treated Piling	50.00	3,000.00
360	cu. yds.	Class "A" Concrete	65.00	23,400.00
5.7	M-FBM	Treated Lumber in Place	300.00	1,710.00
102,000	lbs.	Metal Reinforcement	0.12	12,240.00
				$ 43,650.00

Type Code X021
Hathaway Slough Bridge (Sta. 170+37 to 171+77)

1,540	lin. ft.	Furnish Treated Piling	$ 1.50	$ 2,310.00
42	only	Drive Treated Piling	50.00	2,100.00
220	cu. yds.	Class "A" Concrete	65.00	14,300.00
4.5	M-FBM	Treated Lumber in Place	300.00	1,350.00
60,700	lbs.	Metal Reinforcement	0.12	7,284.00
				$ 27,344.00

Type Code X020
Bridge (Sta. 178+81 to 179+41)

1,025	lin. ft.	Furnish Treated Piling	$ 1.50	$ 1,537.50
28	only	Drive Treated Piling	50.00	1,400.00
115	cu. yds.	Class "A" Concrete	65.00	7,475.00
21,000	lbs.	Metal Reinforcement	0.12	2,520.00
				$ 12,932.50

Type Code X020
Bridge (Sta. 188+28 to 188+88)

1,025	lin. ft.	Furnish Treated Piling	$ 1.50	$ 1,537.50
28	only	Drive Treated Piling	50.00	1,400.00
115	cu. yds.	Class "A" Concrete	65.00	7,475.00
21,000	lbs.	Metal Reinforcement	0.12	2,520.00
				$ 12,932.50

Subtotal	$190,065.00
10% Engr. & Cont.	19,006.50
Total	$209,071.50

Length of Roadway	2.149 miles
Length of Structures	0.165 mile
Total Length	2.314 miles
Cost per mile, Roadway	$111,72[illegible].82

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$240,105.25	$148,604.00	$ 91,501.25
Structures	209,071.50	129,396.00	79,675.50
	$449,176.75	$278,000.00	$171,176.75

Oregon State Highway Department

Federal Aid Project
No. BF-137 (4)

BAY CITY-TILLAMOOK SECTION OF THE
OREGON COAST HIGHWAY IN TILLAMOOK COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 19, 1951

Type Code 6201
Roadway (Sta. 119+50 to 241+51.08)

All Required		Clearing and Grubbing		$ 2,500.00
50	sq. ft.	Felling Danger Trees	$ 4.00	200.00
2,600	sq. yds.	Removal of Pavement	0.75	1,950.00
460	cu. yds.	Structural Excavation, Unclassified	4.50	2,070.00
110	cu. yds.	Trench Excavation, Unclassified	3.00	330.00
163,000	cu. yds.	General Excavation, Unclassified	0.38	61,940.00
724,000	yd. stas.	Short Overhaul	0.02	14,480.00
21,500	C-yd. stas.	Long Overhaul	0.50	10,750.00
2.15	miles	Finishing Roadbed and Slopes	500.00	1,075.00
4,300	lin. ft.	Rounding Cutbanks	0.15	645.00
50	lin. ft.	12-inch Corrugated Metal Pipe	3.00	150.00
120	lin. ft.	36-inch Corrugated Metal Pipe	10.00	1,200.00
130	lin. ft.	36-inch Arch Type Corrugated Metal Pipe	11.00	1,430.00
80	lin. ft.	58-inch Arch Type Corrugated Metal Pipe	30.00	2,400.00
70	lin. ft.	65-inch Arch Type Corrugated Metal Pipe	35.00	2,450.00
1	only	12-inch Metal Tide Gate	50.00	50.00
120	lin. ft.	12-inch Concrete Pipe	2.00	240.00
270	lin. ft.	18-inch Concrete Pipe	3.50	945.00
1,140	lin. ft.	8-inch Perforated Concrete Drain Pipe	1.50	1,710.00
110	lin. ft.	Salvaging Culvert Pipe	2.00	220.00
110	cu. yds.	3/8" - 0 Backfill in Drains	6.50	715.00
1	only	Concrete Catch Basin	80.00	80.00
23600 ~~25,700~~	cu. yds.	3" - 0 Material in Base	1.75	~~44,975.00~~ 41300
5,200	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.50	13,000.00
630	M-gals.	Sprinkling	2.50	1,575.00
2.15	miles	Preparation of Base	250.00	537.50
300	cu. yds.	3/4" - 0 Material in Binder Course	3.50	1,050.00

50	tons	Furnishing and Placing AC-3 Asphalt in Binder Course	$50.00	$ 2,500.00
[illegible] ~~9,100~~	tons	Class "B" Asphaltic Concrete	7.50	~~68,250.00~~ [illegible]
28	tons	RS-1 Emulsified Asphalt in Seal Coat	60.00	1,680.00
170	cu. yds.	Aggregate in Seal Coat	6.50	1,105.00
		Subtotal		~~$242,202.50~~ 218,277.50
		10% Engr. & Cont.		~~24,220.25~~ 21,827.75
		Total		~~$266,422.75~~ 240,105.25

Type Code 1021
Kilchis River Bridge (Sta. 140+36 to 143+12)

All Required		Shoring Cribbing, Etc.		$ 5,000.00
330	cu. yds.	Excavation	$10.00	3,300.00
10	cu. yds.	Excavation below Elevation Shown	15.00	150.00
1,860	lin. ft.	Furnish Untreated Piling	0.60	1,116.00
72	only	Drive Untreated Piles	50.00	3,600.00
1,760	lin. ft.	Furnish Treated Piling	1.50	2,640.00
42	only	Drive Treated Piles	50.00	2,100.00
630	cu. yds.	Class "A" Concrete	65.00	40,950.00
125,000	lbs.	Metal Reinforcement	0.12	15,000.00
				$ 73,856.00

Type Code 1021
Nielson Slough Bridge (Sta. 147+60 to 148+60)

1,100	lin. ft.	Furnish Treated Piling	$ 1.50	$ 1,650.00
30	only	Drive Treated Piling	50.00	1,500.00
150	cu. yds.	Class "A" Concrete	65.00	9,750.00
3.3	M-FBM	Treated Lumber in Place	300.00	990.00
45,500	lbs.	Metal Reinforcement	0.12	5,460.00
				$ 19,350.00

Type Code 1021
Stasak Slough Bridge (Sta. 155+75 to 158+00)

2,200	lin. ft.	Furnish Treated Piling	$ 1.50	$ 3,300.00
60	only	Drive Treated Piling	50.00	3,000.00
360	cu. yds.	Class "A" Concrete	65.00	23,400.00
5.7	M-FBM	Treated Lumber in Place	300.00	1,710.00
102,000	lbs.	Metal Reinforcement	0.12	12,240.00
				$ 43,650.00

Type Code X021
Hathaway Slough Bridge (Sta. 170+37 to 171+87)

1,540	lin. ft.	Furnish Treated Piling	$ 1.50	$ 2,310.00
42	only	Drive Treated Piling	50.00	2,100.00
220	cu. yds.	Class "A" Concrete	65.00	14,300.00
4.5	M-FBM	Treated Lumber in Place	300.00	1,350.00
60,700	lbs.	Metal Reinforcement	0.12	7,284.00
				$ 27,344.00

Type Code X020
Bridge (Sta. 178+31 to 179+41)

1,025	lin. ft.	Furnish Treated Piling	$ 1.50	$ 1,537.50
28	only	Drive Treated Piling	50.00	1,400.00
115	cu. yds.	Class "A" Concrete	65.00	7,475.00
21,000	lbs.	Metal Reinforcement	0.12	2,520.00
				$ 12,932.50

Type Code X020
Bridge (Sta. 188+28 to 188+88)

1,025	lin. ft.	Furnish Treated Piling	$ 1.50	$ 1,537.50
28	only	Drive Treated Piling	50.00	1,400.00
115	cu. yds.	Class "A" Concrete	65.00	7,475.00
21,000	lbs.	Metal Reinforcement	0.12	2,520.00
				$ 12,932.50

Subtotal	$190,065.00
10% Engr. & Cont.	19,006.50
Total	$209,071.50

Length of Roadway	2.149 miles	
Length of Structures	0.165 miles	$
Total Length	2.314 miles	
Cost per mile Roadway	~~$123,975.22~~	111,728.82

SUMMARY OF FUNDS

Description		Total Cost	Federal Funds		State Funds	
Roadway	240,105.25	~~$266,422.75~~	~~$165,291.00~~	148,604	~~$101,131.75~~	91,501.25
Structures		209,071.50	~~129,709.00~~	129,396	~~79,362.50~~	79,675.50
	$ 449,176.75	~~$475,494.25~~	~~$295,000.00~~		~~180,494.25~~	
			278000.00		171,176.75	

BAY CITY-TILLAMOOK SECTION

PROJECT NO. BF-137 (4)

While negotiations are in progress, fifteen parcels have not been required, but it is now believed that all necessary rights of way or rights of entry can be obtained within twenty-one days.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

September 20, 1951

September 21, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are sending under separate cover six copies of estimate and four copies of right of way statement to accompany plans and specifications for the Bay City-Tillamook Section, Project No. BF-137 (4).

Six bid proposals for the road work, six bid proposals for the structures and one set of full size plans are also being sent.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:gs

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

September 27, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project BF-137(4), Bay City-Tillamook Section of the Oregon Coast Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending receipt of advice that all rights of way or rights of entry have been acquired.

Approval for advertising is not to be construed as assurance that critical materials required for the construction of this project can be secured.

Please forward the usual copies of encroachment resolution by the city council of Bay City.

Very truly yours,

CGPolk
C. G. POLK
Acting District Engineer

RECEIVED
OCT 2 1951
OREGON
STATE HIGHWAY COMMISSION

September 27, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project EF-137(4), Bay City-Tillamook Section of the Oregon Coast Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending receipt of advice that all rights of way or rights of entry have been acquired.

Approval for advertising is not to be construed as assurance that critical materials required for the construction of this project can be secured.

Please forward the usual copies of encroachment resolution by the city council of Bay City.

Very truly yours,

C. G. POLK
Acting District Engineer

RECEIVED
[illegible] 1951
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

[illegible]

[illegible]

October 28, 1952

Pacific Telephone & Telegraph Company
509 S. W. Oak Street
Portland, Oregon

Attention: Mr. J. F. Quirk
District Plant Engineer

Gentlemen:

This is your authority to bill the State Highway Department for the cost of protecting and rearranging your telephone cable from Station 133+50 to Station 142+60 on the Bay City-Tillamook Section of the Oregon Coast Highway.

Two installations are affected, which you estimate will cost $600.00 and $490.00, respectively.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

HGS:AR WCW:me

cc Mr. H. G. Smith
Mr. J. D. Walker

RECEIVED
FOR FILING

Agenda Item 4 p

July 16, 1[illegible]5[illegible]

Hickson, Dent and Coblens
Attorneys at Law
Yeon Building
Portland 4, Oregon

Attn: Mr. Seymour L. Coblens

Gentlemen:

You have been in correspondence with Mr. J. W. DeSouza, Assistant Counsel for the State Highway Commission, regarding the assignment of Highway Contracts awarded to Heavy Hauling Company by the State Highway Commission to Koppisch Construction Company, Inc., an Oregon Corporation. The written assignment as proposed was handed to me by Mr. DeSouza to secure the Highway Commission's consent thereto.

I presented the matter to the Highway Commission at its meeting last week and I am pleased to inform you that the Commission approved the assignment without dissenting vote. I am now handing a copy of the assignment to the Highway Commission's Chief Auditor for his information and guidance in the preparation of future vouchers in connection with the several contracts in which the Heavy Hauling Company was concerned, being State Highway Contracts No. 35[illegible], 3[illegible]0[illegible], and 3[illegible]57, and I am asking him to prepare future estimate payments in conformity therewith.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

[illegible]BG:jmc

cc: Koppish Construction Co.
Astoria, Oregon
C. H. Maison
J. W. DeSouza
F. Query

Salem, Oregon
July 18, 1952

C. H Maison

COPY

I hand you herewith two certified copies of an assignment given by Heavy Hauling Company to Koppisch Construction Company, Inc., an Oregon Corporation, whereby the Heavy Hauling Company assigns to the Koppisch Construction Company all its rights, title and interest to three State Highway Contracts No. 3566, 3607, and 3657. This matter, you will recall, was on the Agenda for consideration by the Highway Commission at its meeting last week and was unanimously approved by the Commission at that time. One of the certified copies is for your records and files and the other is for transmittal to the Secretary of State.

I also hand you herewith, in duplicate, consent to the assignments by the Glens Falls Indemnity Company, surety on the bond furnished by Heavy Hauling Company in connection with each of these jobs, and you will note that in connection with Contract No. 3566 such consent also bears the approval of C. H. Grinstad and T. Vanderveldt, co-partners, who were joint adventures in this particular contract. Future payments in connection with each of the contracts should be made in conformity with the provisions of the assignment.

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc
cc: F. Query

Mr. Query:

I attach the original of the above mentioned assignment which should be filed in one of the three contracts concerned, with a copy of it in each of the other two contracts. I also attach the original of the consent of the surety. There are three of them, one for each job. Each consent should be filed with its respective contract. The entire transaction should, of course, be recorded on Mrs. Lewis's cards.

HBGlaisyer

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FOR FILING
FORM E-30X 25M 9-49 34893

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 4, 1952

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary, Highway Commission
O F F I C E

Assignment of Contracts
Nos. 3607, 3657 and 3566
A. F. & Ella M. Kopposch to
Koppisch Construction Co., Inc.

Dear Mr. Glaisyer:

Herewith I hand you original copy of letter from Mr. Coblens with reference to assignment of Contracts Nos. 3607, 3657 and 3566 from A. F. Koppisch and Ella M. Koppisch, doing business as Heavy Hauling Company. to Koppisch Construction Co., Inc.

The form of assignment bears the approval of C. H. Gr[illegible] and T. Vanderveldt with reference to Contract No. 3566. The consent of Glens Falls Indemnity Company to the assignment of each of the contracts is attached.

Mr. Coblens' letter states that the assignment is effective as of June 1, 1952, so I believe that it would be desirable if the approval of the State Highway Commission to the assignments be secured as soon as possible and the Accounting Division be advised regarding payments.

You will note that the assignment and forms of consent of the surety have been approved by Mr. [illegible].

Very truly yours,

J. W. [illegible] (signed
J. W. [illegible]
Assistant Counsel.

JWD:mb
Encs. 5
cc: Hickson, Dent and Coblens
Attorneys at Law
Yeon Building
Portland 4, Oregon
Att: Mr. Coblens

Letter To Coblenz
Date 7/15

Hickson, Dent & Coblens
Attorneys at Law
Yeon Building
Portland 4, Oregon

May 29, 1952

C O P Y

State Highway Commission
Salem, Oregon

Attn: Mr. J. W. DeSouza
Re: Contracts Nos. 3566 2607, 3547
A. F. & Ella M. Koppisch

Gentlemen:

Enclosed herewith please find the following documents:

(1) Original Assignment of the rights of the above named with respect to the above contracts to Kopposch Construction Co. Inc. an Oregon Corporation, which said assignment contains the consent of C. H. Grimstad and T. Vanderveldt, coadventurers under Contract No. 3566.

(2) Consent of surety to above mentioned Assignment with reference to Contract No. 3607

(3) Consent of surety with respect to above mentioned Assignment with respect to contract No. 3657

(4) Consent of surety with respect to above mentioned Assignment with reference to contract No. 3566 upon which consent is endorsed the consent of C. H. Grimstad and T. Vanderveldt as coadventurers.

You will note that this Assignment is dated as of June 1, 1952 and it is our intent that the assignment shall take effect as of that date.

A prequalification statement on behalf of Koppisch Construction Co. Inc. showing the financial condition of said company as of June 1, 1952 will be forwarded as soon thereafter as possible and will be in your hands very shortly.

If ~~any~~ any questions arise with respect to this matter will you please call this office immediately.

Very truly yours,
HICKSON, DENT AND COBLENS
SIGNED— S. L. Coblens

Encls.
SLC/cst

April 29, 1952

Hickson, Dent & Coblens
Attorneys at Law
Yeon Building
Portland 4, Oregon

Re: Koppisch Construction Co., Inc.
Contracts No. 3607, 3657, 3566

Attention: Mr. S. L. Coblens

Dear Mr. Coblens:

In accordance with our telephone conversation this morning, I am returning to you herewith form of consent of Glens Falls Indemnity Company to substitution of principals in the three contracts in which Heavy Hauling Company is interested.

After discussion in this office it has been felt that there should be a separate substitution on each contract, and I am enclosing herewith three copies of acceptable form with respect to each substitution. You will note that with respect to Contract No. 3566 there is a form of approval of the substitution by C. H. Grimstad and T. Vanderveldt, copartners.

In order to secure the approval of the State Highway Commission we also should be supplied with a copy of the form of assignment between Heavy Hauling Company and Koppish Construction Co., Inc., which assignment should be approved by C. H. Grimstad and T. Vanderveldt insofar as it applies to Contract No. 3566.

We also should be supplied with a certified financial statement showing the assets and liabilities of Koppish Construction Co., Inc. as they will exist conditioned upon the approval of the State Highway Commission of the assignment of the contracts in question.

Very truly yours,

C. W. ENFIELD

By
J. W. DeSOUZA
Assistant Counsel

JWD:mb

Enc. 10

Hickson, Dent and Coblens
Attorneys at Law
Yeon Building
Portland 4, Oregon
Boradway 0511

April 28, 1952

C O P Y

Oregon State Highway Commission
Salem, Oregon

Attn: MrDesouza
Re: A. F. Koppisch and Ella M. Koppisch, dba Heavy Hauling Co. Contracts #3607, 3657, and Cannon Beach, Clatsop County Grading and Surfacing

Gentlemen:

Enclosed herewith please find the Consent of the Glen Falls Indemnity Co., to the substitution of Kopposch Construction Co. Inc., as contractor under the above designated contracts with the State Highway Commission.

It would be appreciated if you woulf advise whether on the basis of this consent of the surety you will consent to the assignment of the interest of the above named contractors to Koppisch Construction Co. Inc. Upon receipt of you consent we will have the proper documents executed by the parties and forward copies thereof to your office for your file.

If there is any question about this matter will you please communicate with this office by telephone.

Yours very truly

HICKSON, DENT AND COBLENS
Signed
Seymour L. Coblens.

Encl.
SLC/cst

ASSIGNMENT

THIS AGREEMENT, Dated this 1st day of June 1952, by and between A. F. Koppisch and Ella M. Koppisch. doing business as Heavy Hauling Co. hereinafter called assignors, and Koppisch Construction Co. Inc., an Oregon corporation, hereinafter called assignee.

WITNESSETH:

Whereas the assignors are parties to contracts with the Oregon State Highway Commission relating to certain State highway construction work which said contracts are more particularly designated as follows:

(See Schedule "A" attached hereto)

Whereas, the assignors desire to assign all the benefits of said contracts to the assignee and the assignee desires to receive said benefits and for a valuable consideration agrees to become obligated with respect to the unfinished portion of said contracts.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

(1) The assignors hereby assigns, sets over and transfers to assignee all of the rights of said assignors with respect to contracts above described and the assignors further assign to the assignee any and all sums of money due under said contracts now or which may become due thereunder in the future and hereby directs and authorizes the said State Highway Commission to pay all said sums directly to the assignee.

(2) The assignee hereby agrees to assume any and all obligations of whatsoever nature and kind accruing pursuant to said contracts and agrees

C O P Y

to make all payments to all materialmen, laborers, subcontractors and other persons who may have performed labor or supplied materials in connection with said contracts and who have not yet been paid.

(3) The assignee further agrees that it shall be bound to the State Highway Commission and shall be obligated thereto to the same extent and in the same manner as it is had been the original contractor with the Oregon State Highway Commission.

(4) The parties hereto agree to execute any and all further documents that may be necessary to effectuate the purposes hereinabove set forth.

IN WITNESS WHEREOF, the assignors have hereunto set their hands and seals as of the day and year first hereinabove written, and the assignee has caused this instrument to be executed on its behalf by one of its duly authorized officers and to have its corporate seal hereto affixed pursuant to authority of the Board of Directors of said assignee as of the day and year first above written.

A. F. Koppisch (SEAL)

Ella M. Koppisch (SEAL)

Kopposch Construction Co. Inc.,

By A. F. Koppisch
President

WE HEREBY CONSENT TO THIS ASSIGNMENT insofar as it affects

Contract No. 35[illegible].

C. H. Grimstad
C..H. Grimstad

T. Vanderveldt
K. Vanderveldt.

Approved as to form
and legality

C. W. Enfield, Chief Counsel

COPY

Schedule "A"

State Highway Contract No. 3566, awarded August 20, 1951 covering structure , grading and Bituminous macadam surfacing of the Cannon Beach-Arcadia Section of the Oregon Coast Highway, in Clatsop County, Oregon.

State Highway Contract No. 3607, awarded December 7, 1951 covering the grading and paving of the Bay City-Tillamook Section of the Oregon Coast Highway, in Tillamook County, Oregon

State Highway Contract 2657, awarded March 13, 1952, covering the grading and oil mat surfacing of the N. Unit, Princeton-Follyfarm Section, Diamond Valley and Rome-Princeton Highway in Harney County, Oregon.

COPY

COPY

CONSENT OF SURETY

Consent of surety is hereby given to the substitution of KOPPISCH CONSTRUCTION CO., INC., as contractor under State Highway Contract No. 3607, awarded December 7, 1951, covering the grading and paving of the Bay City-Tillamook Section of the Oregon Coast Highway in Tillamook County, and surety agrees that its bond acoompanying and covering said contract in the amount of Two Hundred Thirty-eight Thousand Six Hundred Forty-five and no/100 ($238,645.00) Dollars, shall remain in full force and effect with such substitution of parties having been made.

Dated at Portland, Oregon, this 29th day of May, 1952.

GLENS FALLS INDEMNITY COMPANY
of Glens Falls, New York

By Allyn R. Hunter
Allyn R. Hunter, Attorney

COUNTERSIGNED:

By Allyn R. Hunter
ROGERS INSURANCE AGENCY, INC.
Resident Agents Oregon

Approved as to form
and Legality

C. W. Enfield, Chief Counsel

CONSENT OF SURETY

Consent of surety is hereby given to the substitution of KOPPISCH CONSTRUCTION CO., INC., as contractor under State Highway Contract No. 3607, awarded December 7, 1951, covering the grading and paving of the Bay City-Tillamook Section of the Oregon Coast Highway in Tillamook County, and surety agrees that its bond accompanying and covering said contract in the amount of Two Hundred Thirty-eight Thousand Six Hundred Forty-five and no/100 ($238,645.00) Dollars, shall remain in full force and effect with such substitution of parties having been made.

Dated at Portland, Oregon, this _______ day of ____________, 1952.

GLENS FALLS INDEMNITY COMPANY
of Glens Falls, New York

By ______________________________
Allyn R. Hunter, Attorney

COUNTERSIGNED:

By ______________________________
ROGERS INSURANCE AGENCY, INC.
Resident Agents Oregon

RECEIVED

FOR FILING

3607

C
O
P
Y

May 9, 1952

Heavy Hauling Company
P. O. Box 327
Astoria, Oregon

Attention: Mr. Harold W. Oja

Gentlemen:

This acknowledges your letter of May 7, 1952 transmitting three copies each of two assignments in favor of the Bank of St. Helens, the first one being in connection with the Bay City-Tillamook grading and paving project, Contract No. 3607, and the other concerning the Princeton-Folly Farm grading and surfacing project, Contract No. 3657.

By these assignments the Heavy Hauling Company assigns to the bank all monies now due or hereafter to become due in connection with the above mentioned jobs. I also acknowledge the letter from Glens Falls Indemnity Company consenting to both assignments without prejudice to the bonds. The assignments appear to be in proper order and we shall be glad to honor them.

Until further advice to the contrary, warrants in connection with both jobs will be prepared payable to the order of Heavy Hauling Company, assigned to the Bank of St. Helens.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:mhs

cc: C. H. Maison

Mr. Maison: I attach hereto for your information and transmittal to the Secretary of State, an executed copy of each of the assignments mentioned in the above letter. I also attach a copy of the surety company's consent in preparing future vouchers in connection with both of these jobs. Will you kindly follow the instructions contained in these assignments.

HBG

(over)

HEAVY HAULING COMPANY

Heavy Equipment and Materials :: Long or Short Hauls

odern Equipment for Heavy Hauling.

Prompt, Efficient Service

P. O. Box No. 327, Phone 364

Astoria, Oregon

May 7, 1952

C
O
P
Y

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

Enclosed please find the Assignment of Claim forms for contracts 3607 and 3657 and a letter of consent from our surety.

Thank you very much for your assistance in this matter.

Yours very truly,

Heavy Hauling Company

By /s/ Harold W. Oja
Harold W. Oja

HWO/ks

Acknowledged
H. G. Glaisyer

Received May 8, 1952
Ore. State Hwy. Commission

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Form A-204—2M—12-41

STATE OF OREGON—HIGHWAY DEPARTMENT

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF Ten and no/100

($10.00) Dollars, to us paid, we hereby sell, assign and transfer the within claim for all monies now due or hereafter to become due us from the State of Oregon in connection with State Highway Contract No. 3607, Bay City-Tillamook grad. & paving project,

to The Bank of St. Helens

and authorize and empower said The Bank of St. Helens to act as agent for us

and in our name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, and provided further that this assignment is subject to all of the provisions of Section 100-119, O. C. L. A., and, if the same is honored, either in whole or in part, by the State Highway Commission, such action by the Commission shall be controlled at all times by the terms of said statute, not only with respect to payments made but likewise with respect to future payments.

Witness my hand this 7th day of May, 1952

Executed in the presence of us as witnesses:

Gunnar W. Johanson

HEAVY HAULING COMPANY

By

By

STATE PRINTING DEPT.

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[illegible]

3611

February 15, 1952

Mr. Ira Cox
Box 283
Wheeler, Oregon

Dear Mr. Cox:

We have your letter of February 14 in which you inquire as to who the contractors are working between Garibaldi and Bay City and on the Wilson River Highway near Lee's Camp.

Heavy Hauling Company, Post Office Box 327, Astoria, Oregon, has the contract for the Bay City-Tillamook Section, and Carl M. Halvorson, Inc., has a contract for grading and paving on the Tunnel Point Section of the Wilson River Highway. Mr. Halvorson's address is 218 Builders Exchange Building, Portland.

Contract #3607

Contract #3611

We believe that these are the projects referred to in your letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

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February 14, 1952

Mr. G. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on February 12, 1952 on Contract No. 3607, Bay City-Tillamook Section, in connection with Federal Aid Project No. BF-137 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

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FOR FILING

January 8, 1952

Heavy Hauling Co.
P. O. Box 327
Astoria, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3607, which was awarded to you on December 7, 1951 by the State Highway Commission, covering the Bay City-Tillamook Section of the Oregon Coast Highway in Tillamook County. This copy is for your records and files.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

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FOR FILING

December 7, 1951

Heavy Hauling Company
Box 327
Astoria, Oregon

Gentlemen:

The State Highway Commission on October 17th accepted your proposal to perform grading and paving work on the Bay City-Tillamook Section of the Oregon Coast Highway in Tillamook County for the sum of $238,645.00 and awarded contract No. 3607 to you subject to clearance of right of way and receipt of concurrence from the Bureau of Public Roads. This note is to inform you that such condition has been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

I am enclosing a copy of the proposal form which contains specifications and may be useful pending preparation of the contract forms.

This confirms my wire to you of this date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]

cc - H. C. Smith
S. M. Probert
Goldie Lewis
W. M. [illegible] (S.I.A.C.)

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram
FULL RATE TELEGRAM ☐ SERIAL ☐
DAY LETTER ☐ NIGHT LETTER ☐

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate
FULL RATE ☐ DEFERRED ☐
CODE ☐ NIGHT LETTER ☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
December 7, 1951
11:00 a.m.

Heavy Hauling Company
Box 327
Astoria, Oregon

The State Highway Commission today received satisfaction of condition governing award to you of contract for grading and paving on Bay City-Tillamook Section of Oregon Coast Highway in Tillamook County for which you submitted low bid on October 12, 1951. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Confirmation
C. W. Head
Accounting (5001-900)
Files

RECEIVED
FOR FILING
OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

December 7, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been obtained for Oregon Project BF-137(4), Bay City-Tillamook Section of the Oregon Coast Highway, we hereby concur in award of contract as of this date to Heavy Hauling Company, Astoria, Oregon, low bidder in the amount of $238,645.00 at the October 12, 1951 bid opening.

Very truly yours,

CG Polk
C. G. POLK
District Engineer

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DEC 10 1951
OREGON
STATE HIGHWAY COMMISSION

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BF-137(4)
OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

December 7, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been obtained for Oregon Project BF-137(4), Bay City-Tillamook Section Structures, Oregon Coast Highway, we hereby concur in award of contract as of this date to Tom Lillebo of Reedsport, Oregon, low bidder in the amount of $184,232.00 at the October 12, 1951 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

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OREGON
STATE HIGHWAY COMMISSION

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DEC 1951
FOR FILING

[illegible] F 137(4)

December 7, 1951

Mr. C. G. Polk
Acting District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

May we have your concurrence in the award today of contract for grading and paving on the Bay City-Tillamook Section, Project BF-137 (4), to the Heavy Hauling Company of Astoria, Oregon, on the basis of that company's bid in the amount of $238,645 submitted on October 12, 1951.

All rights of entry required in connection with this project have been acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

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FOR FILING

09 137(4)

1

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

December 6, 1951
Salem, Oregon

SUBJECT: Bay City-Tillamook

To: W. C. Williams
Ass't. State Highway Engineer
Office

All right of way on the Bay City-Tillamook Section has been acquired or placed under condemnation. You may, therefore, award this project.

Forrest Cooper
Forrest Cooper
Right of Way Engineer

FC:mmh

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FOR FILING
FORM E-90 25M 6-51 49718

[illegible]

M.E.
Please get
map as
approved by
Comm.
W.

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

December 4, 1951
Salem, Oregon

SUBJECT:

To: W. C. Williams
Ass't. State Highway Engineer
Office

Mr. Enfield requests that the Highway Commission re-approve the Bay City-Tillamook survey using the name Bay City-Tillamook rather than the Bay City-Kilchis River.

As this matter is not in my domain I am asking that you take care of it. The matter is merely to clear up the termini of this job.

Forrest Cooper
Forrest Cooper
Right of Way Engineer

NOTED
W. C. WILLIAMS

FC:mmh

Matter cleared with Enfield -
No change necessary
W.C.W.

cc: C. W. Enfield

RECEIVED
FOR FILING

FORM E-30X

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 30, 1951

File
[illegible]

SUBJECT:

To: Mr. Forrest Cooper
Right of Way Engineer
Office

NOTED
H. [illegible]

Dear Mr. Cooper:

As you know, we have awarded a contract for construction of the Bay City-Tillamook Section of the Oregon Coast Highway, which project involves several condemnation actions concerning property lying both northerly and southerly of Kilchis River. I understand that the Commission's resolution adopting the survey pertains only to the Bay City-Kilchis River Section, and that the Commission has not adopted a survey or authorized acquisition of rights of way for or construction of that portion of the Bay City-Tillamook Section lying southerly of Kilchis River.

I will appreciate your checking with the Engineering Department to determine if the Kilchis River-Tillamook Section may have been previously presented to the Commission for adoption, and if such is not the case, your requesting the Engineering Department to present to the Commission at its December meeting for adoption the survey of that portion of the Bay City-Tillamook Section lying southerly of the Kilchis River. The resolution adopting this portion of the line should be nunc pro tunc so as to be retroactive in effect and cover the awarding of the contract and the prior authorization and filing of condemnation complaints.

Yours very truly,

C. W. Enfield
Chief Counsel

CWE:avh
cc - W. C. Williams
H. B. Glaisyer

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OCT 1951
FOR FILING

October 1, 1951

Mr. C. G. Polk
Acting District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

We concede that with adequate base surfacing a five-inch, asphaltic concrete pavement is not required on Project BF-137 (3), Tillamook-Bay City Section, and we are, therefore, revising the plans as of this date to provide for 3½" of asphaltic concrete surfacing which will be laid in two courses of two inches and 1½ inches, respectively.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

cc Mr. S. H. Probert

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

September 26, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Williams
Suggest make
it 4"

Dear Sir:

The typical section sheet submitted for Project BF-137(~~3~~4), Tillamook-Bay City Section of the Oregon Coast Highway shows a 3" asphaltic concrete leveling course and a 2" wearing surface of the same material for a total pavement thickness of 5".

A leveling course is usually placed to true up irregularities in the base course. In this instance, with the base course brought to exact grade as determined by six blue tops per station just prior to paving, we can see no advantage of a 3" leveling course over the 2" section customarily used. Also the 2" wearing surface is 1/2" thicker than on most of the projects submitted during the past year.

Before forwarding the P. S. and E. documents to our Division Office, we desire your reasons for this extraordinary pavement thickness. If it is to increase roadbed stability it would seem that the expenditure might better be made on increased base thickness.

NOTED
W. C. WILLIAMS

Very truly yours,

CGPolk
C. G. POLK
Acting District Engineer

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[illegible]

Cross Referenced To:
Coast
Bridges
Gen

July 27, 1951

Oregon State Highway Commission

Gentlemen:

A survey of the Bay City-Kilchis River Section of the Oregon Coast Highway was made during the war but has recently been revised and brought up to date. I am attaching hereto a sketch map on which is indicated, in black coloring, the new location. Indicated in red coloring is the existing highway.

The relocation of this section eliminates a low section of highway at the Kilchis River, which floods several times yearly and causes a complete tie-up on the Coast Highway. The relocation in order to eliminate the flood condition will also very materially improve the alignment and gradient of the highway in this locality.

This is one of the projects prepared for early contracting using highway bond funds, and your approval of the survey is requested so that we may proceed with the necessary acquisition of rights of way.

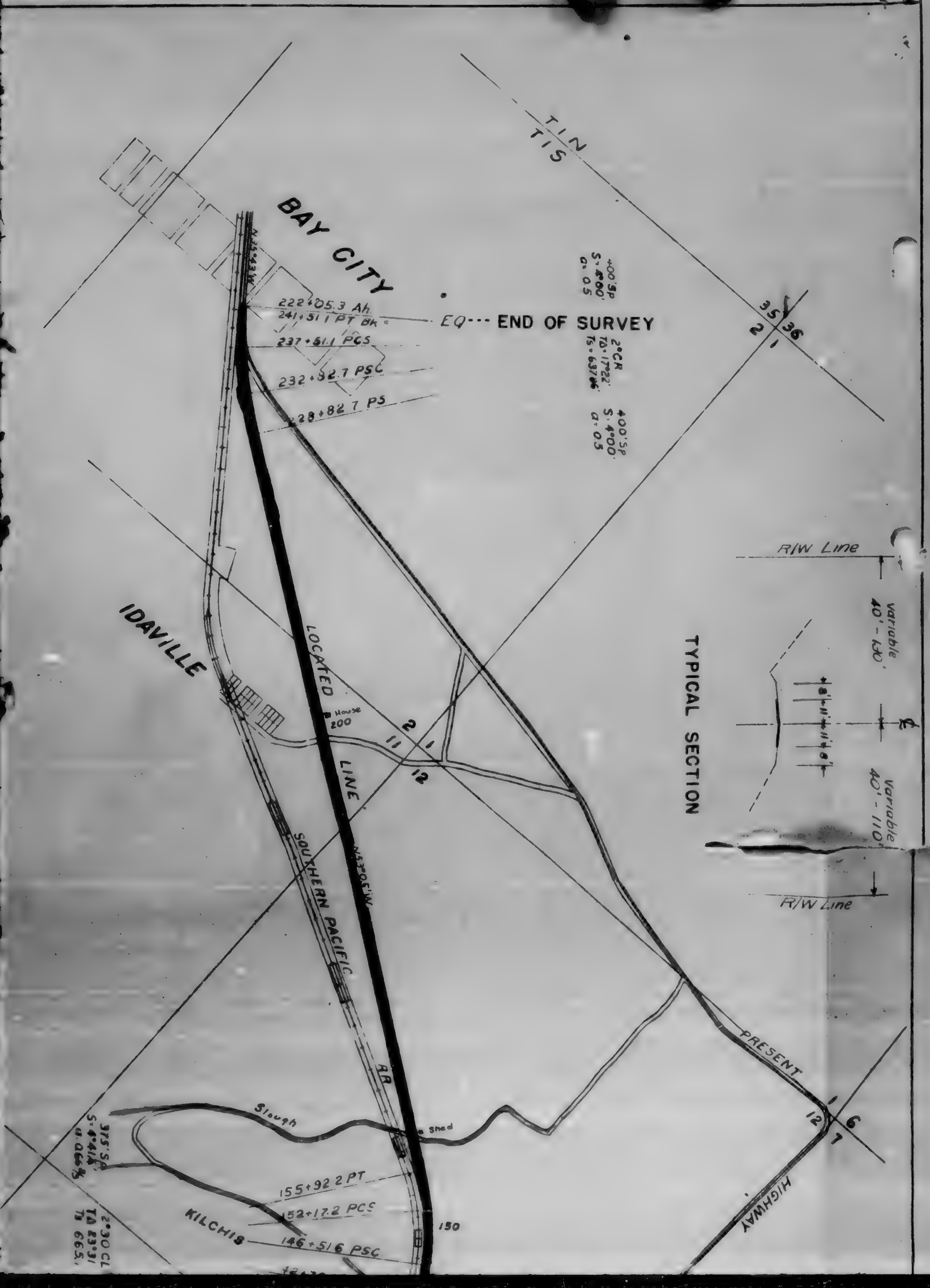
Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:ms

Encl.

cc Mr. W. C. Williams
Mr. H. G. Smith


T1N
T1S
BAY CITY
222+05.3 Ah.
241+51.1 PT Bk.
EQ··· END OF SURVEY
237+51.1 PCS
232+82.7 PSC
228+82.7 PS
400' SP
S: 4.00'
a: 0.5
2°CR
TΔ: 17°22'
Ts: 637.06'
400' SP
S: 4.00'
a: 0.5
35
36
2
1
IDAVILLE
LOCATED
LINE
House
200
2
1
11
12
SOUTHERN PACIFIC
RR
Slough
Shed
375' SP
S: 4.41'
a: 0.66%
155+92.2 PT
152+17.2 PCS
KILCHIS
146+51.6 PSC
150
2°30 CL
TΔ 23°31'
Ts 665.'
PRESENT
HIGHWAY
1
6
12
7
R/W Line
variable 40'-130'
TYPICAL SECTION
8'
11'
11'
8'
℄
variable 40'-110'
R/W Line

OREGON STATE HIGHWAY DEPARTMENT

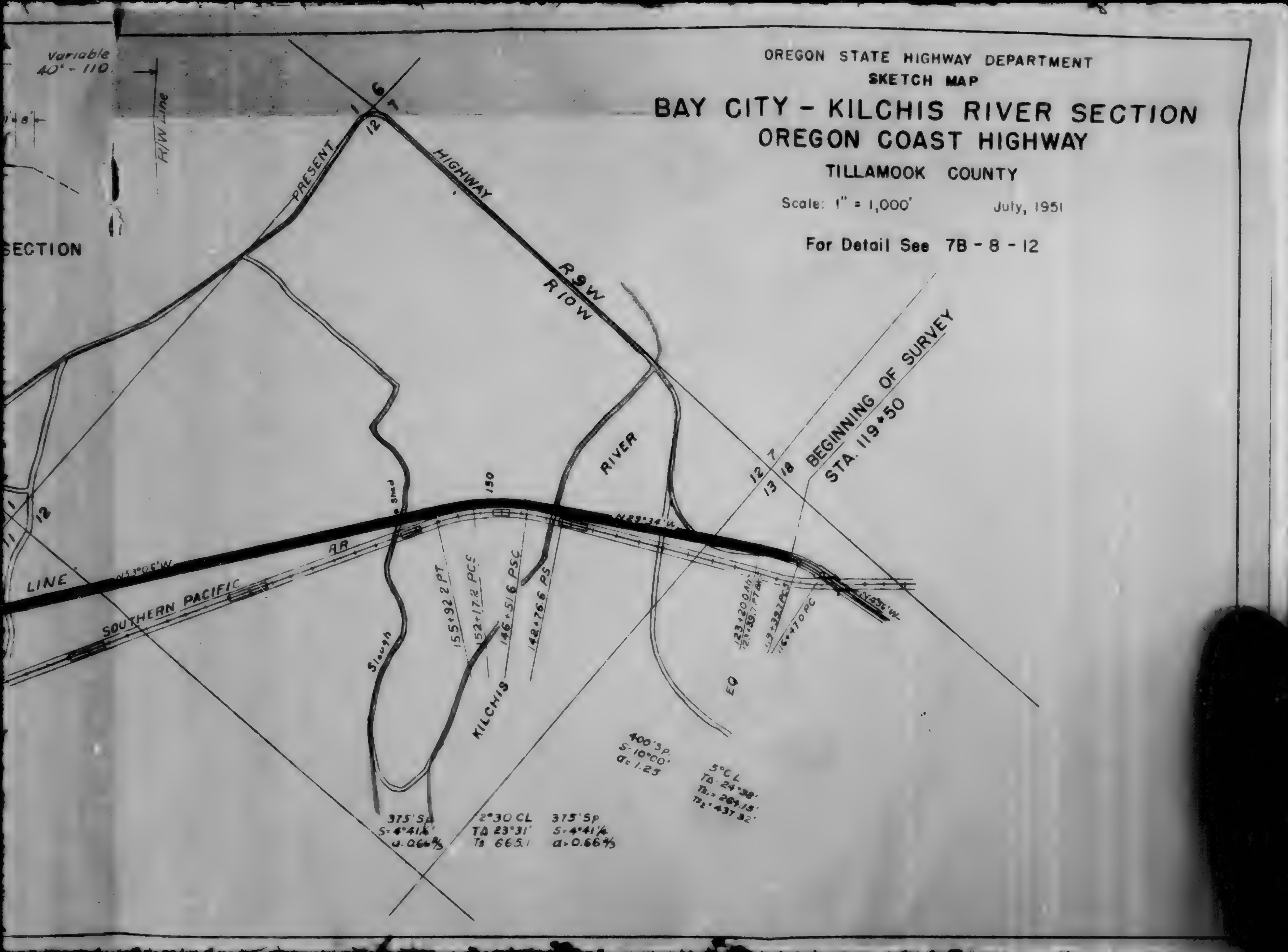
SKETCH MAP

BAY CITY - KILCHIS RIVER SECTION
OREGON COAST HIGHWAY

TILLAMOOK COUNTY

Scale: 1" = 1,000'   July, 1951

For Detail See 7B - 8 - 12



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Const
R/W
101 - Tillamook

Salem, Oregon
July 18, 1951

Mr. Forrest Cooper

I hand you herewith tracings and four prints of each showing easements on the property of the Southern Pacific Company, Tillamook Branch, on the Kilchis River-Bay City Section. One of these slope easements is from Station 125 to Station 155 and the other is from Station 236 to Station 241+50.

Will you please acquire these slope easements.

W. C. Williams

Encl.

cc Mr. H. G. Smith

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[illegible]
[illegible]

Cross Referenced To:
Cond
Bridges
Gen

May 9, 1951

The District Engineer
Corps of Engineers
U. S. Army
628 Pittock Block
Portland 5, Oregon

Dear Sir:

Application is hereby made by the State Highway Department of the State of Oregon at Salem, Oregon, for approval by the Chief of Engineers and the Secretary of the Army of plans for a bridge to be constructed across Kilchis River near Bay City, Oregon, approximately one mile above the mouth of the river as shown on the attached plans.

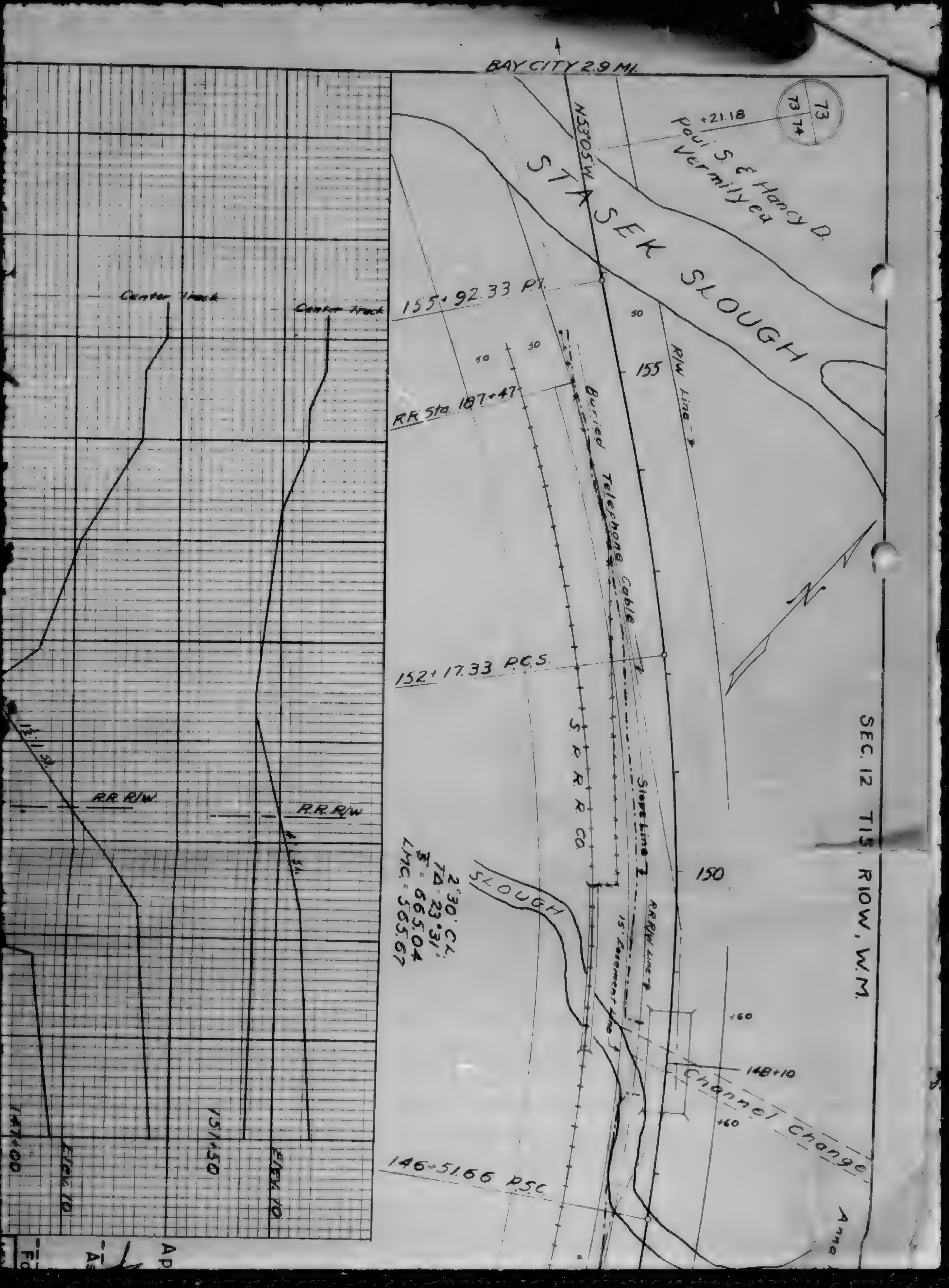
Legal authority for the structure is found in the General Bridge Act of 1946. Specific authority of the engineer to prepare plans and specifications is found in O.C.L.A., Section 100-126, Subsection 6. Enclosed herewith are copies of an excerpt from the minutes of the State Highway Commission authorizing the application.

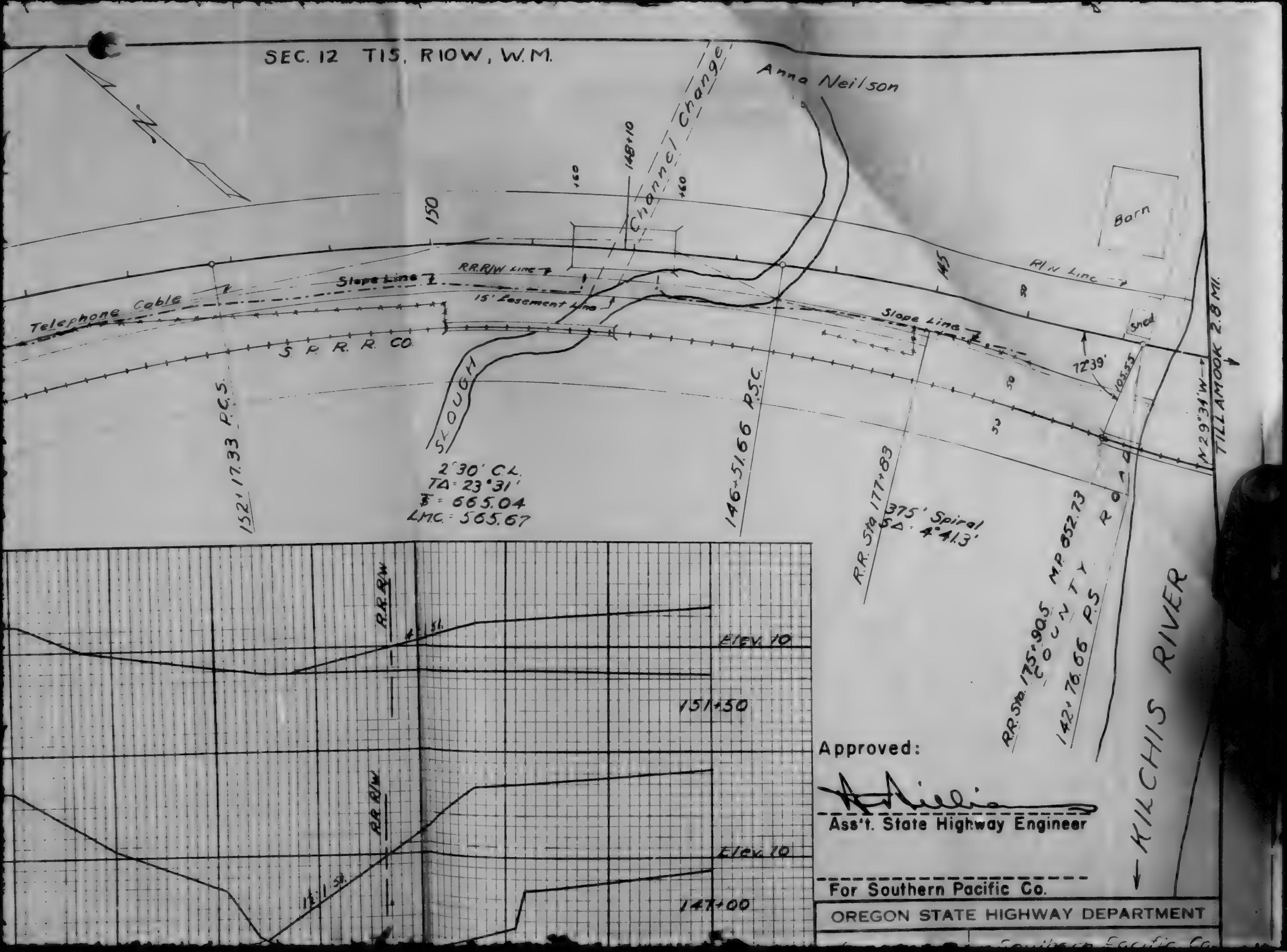
Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

GSP:gm


BAY CITY 2.9 MI.
73
73 74
+21.18
Paul S. & Nancy D. Vermilyea
N53°05'W
STASEK SLOUGH
155+92.33 P.T.
50
50
50
155
R/W Line
RR Sta. 187+47
Buried Telephone Cable
152+17.33 P.C.S.
S.P.R.R. CO.
Slope Line
150
SLOUGH
2°30' C.L.
Δ = 23°31'
T = 665.04
LMC = 565.67
R.R. R/W Line
15' Easement Line
+60
148+10
+60
Channel Change
146+51.66 P.S.C.
Anna
SEC. 12 T1S, R10W, W.M.
N
Center Track
Center Track
1½:1 St.
R.R. R/W
R.R. R/W
4:1 St.
147+00
Elev. 10
151+50
Elev. 10

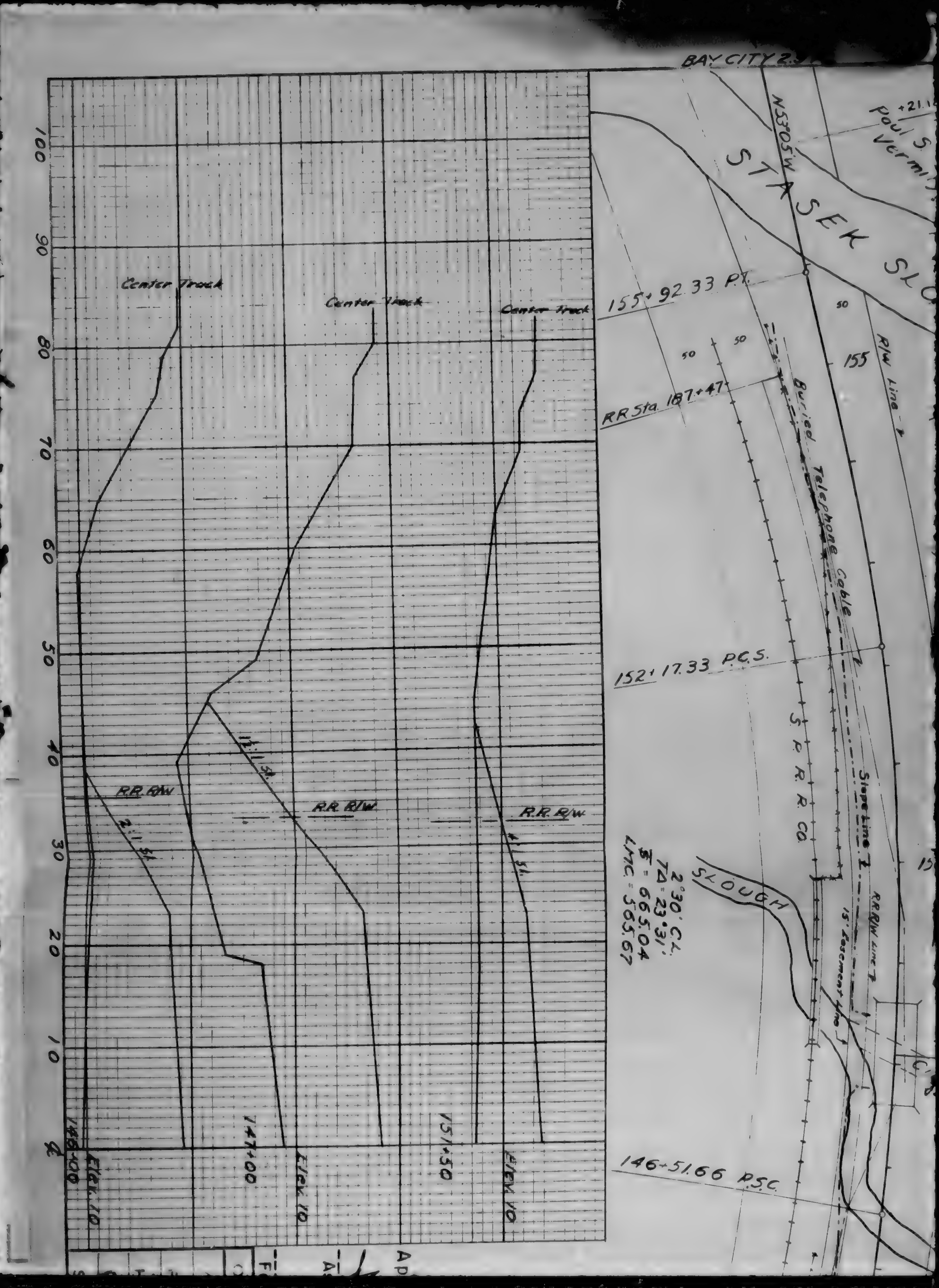


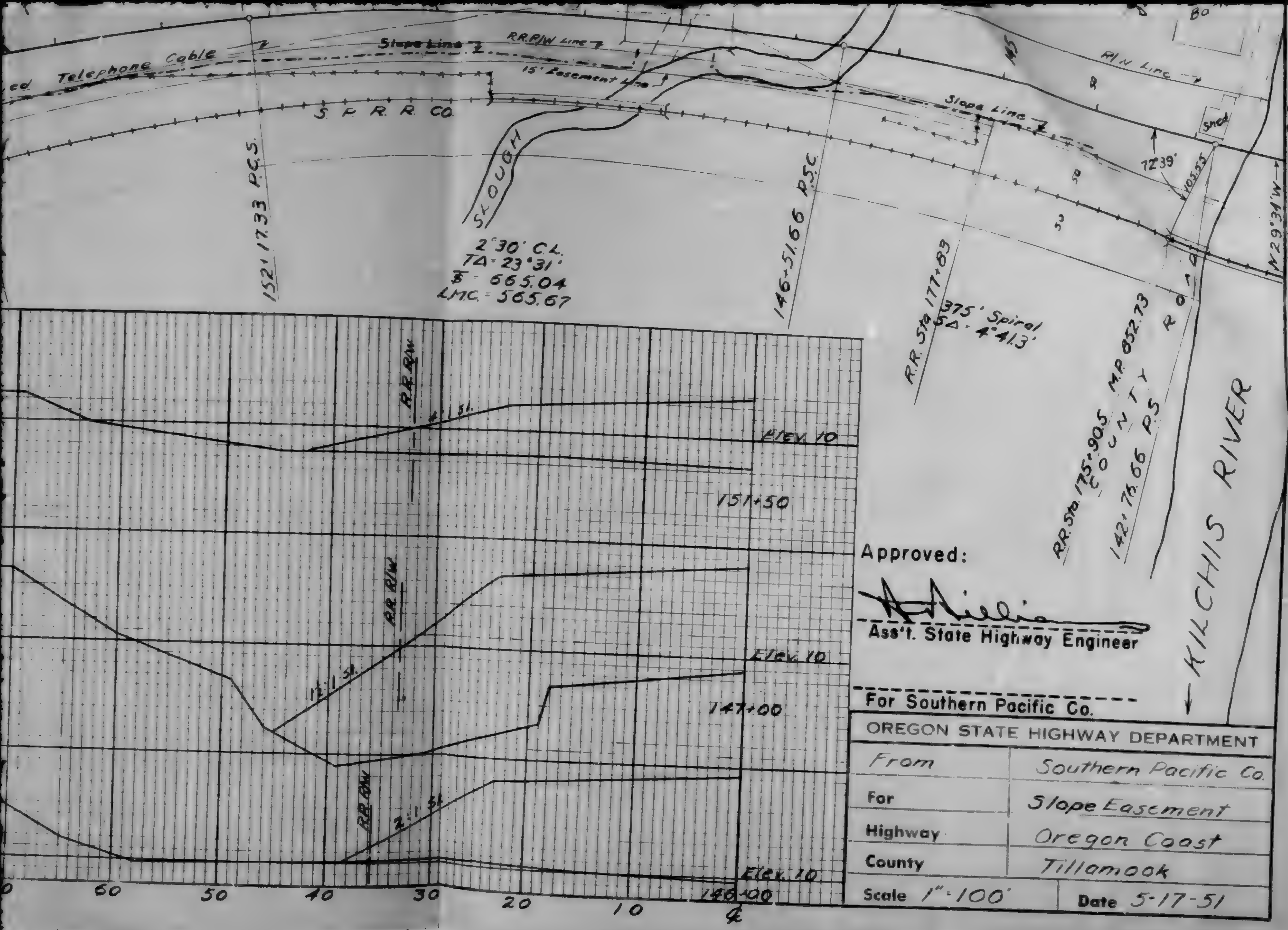
Approved:

Ass't. State Highway Engineer

For Southern Pacific Co.

OREGON STATE HIGHWAY DEPARTMENT


BAY CITY 2.3
N55°05'W
Poul S. Vermi
+21.1
STASEK SLO
155+92.33 P.T.
50
50
50
155
R/W Line
RR Sta. 187+47
Buried Telephone Cable
152+17.33 P.C.S.
S.P.R.R. CO.
Slope Line
R.R. R/W Line
15' Easement Line
SLOUGH
2°30' C.L.
TΔ=23°31'
T=665.04
LMC=565.67
146+51.66 P.S.C.
15
C
100
90
80
70
60
50
40
30
20
10
℄
Center Track
Center Track
Center Track
R.R. R/W
R.R. R/W
R.R. R/W
2:1 Sl.
1½:1 Sl.
4:1 Sl.
146+00
147+00
151+50
Elev. 10
Elev. 10
Elev. 10
F
A
AP

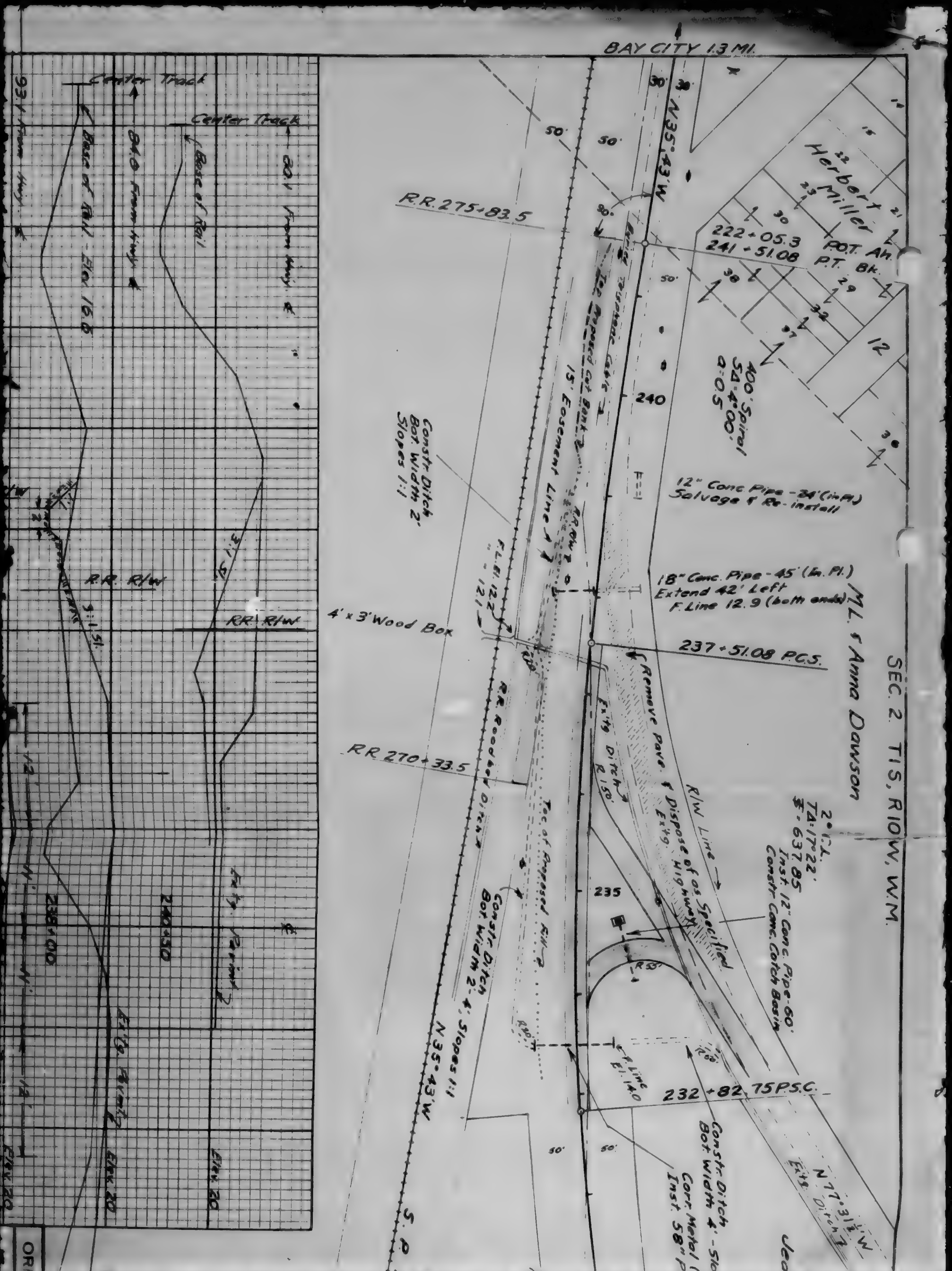


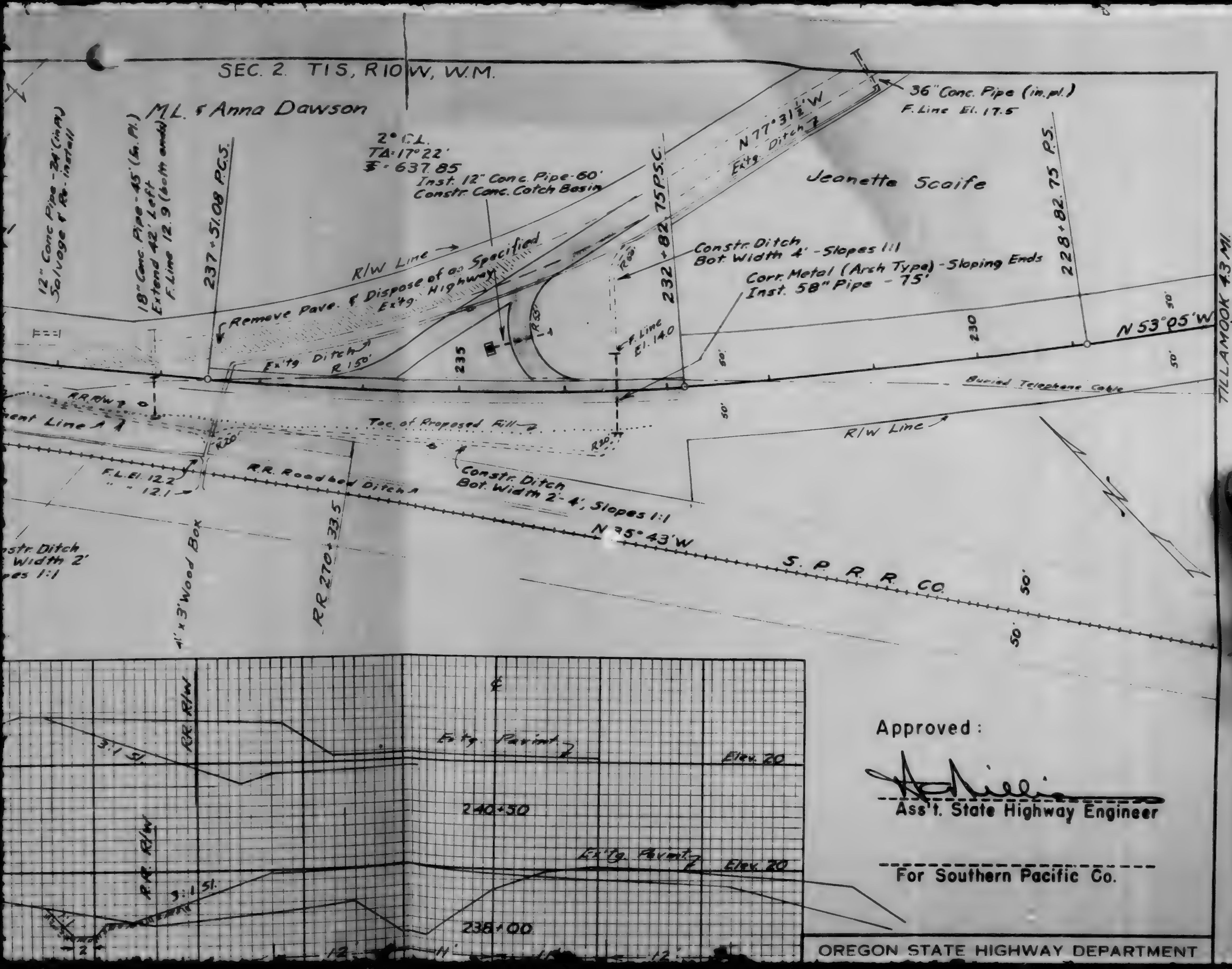
Approved:

Ass't. State Highway Engineer

For Southern Pacific Co.

OREGON STATE HIGHWAY DEPARTMENT	
From	Southern Pacific Co.
For	Slope Easement
Highway	Oregon Coast
County	Tillamook
Scale 1" = 100'	Date 5-17-51


BAY CITY 1.3 MI.
N35°43'W
Herbert Miller
222+05.3 P.O.T. Ah.
241+51.08 P.T. Bk.
400' Spiral
SΔ 4°00'
Q 0.5
R.R. 275+83.5
Toe Proposed Cut Bank
Buried Telephone Cable
15' Easement Line
R.R. R/W
Constr. Ditch Bot. Width 2' Slopes 1:1
12" Conc. Pipe - 34' (in Pl.) Salvage & Re-install
18" Conc. Pipe - 45' (in Pl.) Extend 42' Left F. Line 12.9 (both ends)
F.L. El. 12.2
12.1
4'x3' Wood Box
237+51.08 P.C.S.
ML & Anna Dawson
SEC. 2 T1S, R10W, W.M.
Remove Pave. & Dispose of as Specified
Ex'g. Highway
Ex'g Ditch R.150'
R/W Line
R.R. 270+33.5
R.R. Roadbed Ditch
Toe of Proposed Fill
Constr. Ditch Bot. Width 2-4', Slopes 1:1
2°C.L. TΔ 17°22' F 637.85
Inst. 12" Conc. Pipe - 60'
Constr. Conc. Catch Basin
R.53'
R.30'
R.60'
F. Line El. 14.0
232+82.75 P.S.C.
Constr. Ditch Bot. Width 4'-510
Corr. Metal
Inst. 58" Pi
N77°31½'W
Ex'g. Ditch
N35°43'W
S.P.
50'
Center Track
Base of Rail - Elev. 16.6
93.1 From Hwy.
84.0 From Hwy.
80.1 From Hwy.
Base of Rail
R.R. R/W
3:1
1.5:1
238+00
240+50
Ex'g. Pavement
Ex'g. Pavmt.
12'
Elev. 20
ORE

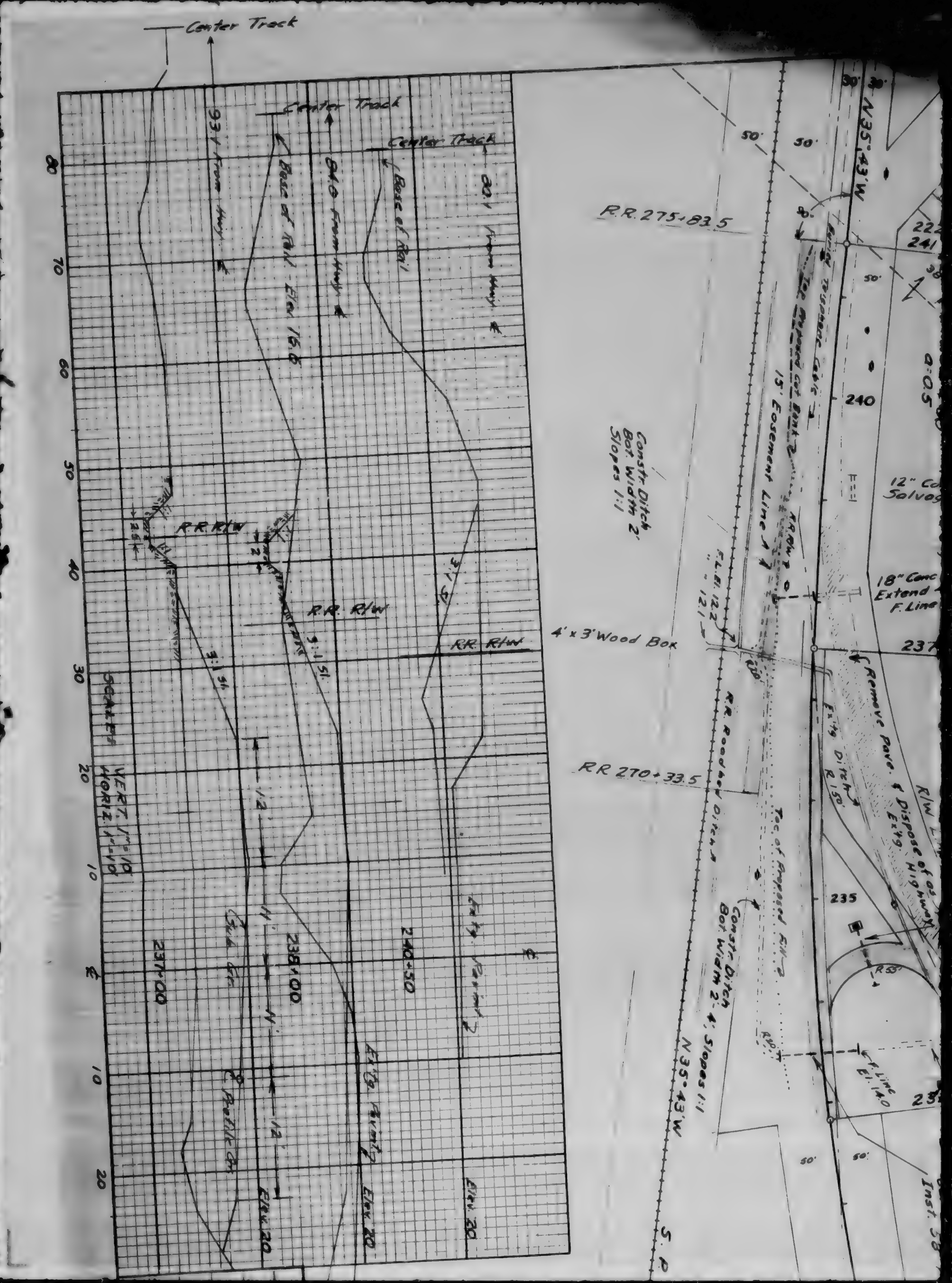


Approved:

Ass't. State Highway Engineer

For Southern Pacific Co.

OREGON STATE HIGHWAY DEPARTMENT


Center Track
93.1 From Hwy ℄
Center Track
Base of Rail
84.0 From Hwy ℄
Base of Rail Elev 16.0
Center Track
Base of Rail
80.1 From Hwy ℄
R.R. R/W
2.8
2
R.R. R/W
R.R. R/W
3:1 Sl.
3:1 Sl.
3:1 Sl.
SCALES VERT. 1"=10' HORIZ. 1"=10'
12
11
11
12
237+00
238+00
240+50
Ex'g Ground
Ex'g Ground
Ex'g Ground ℄
Profile Gr.
Elev. 20
Elev. 20
Elev. 30
80
70
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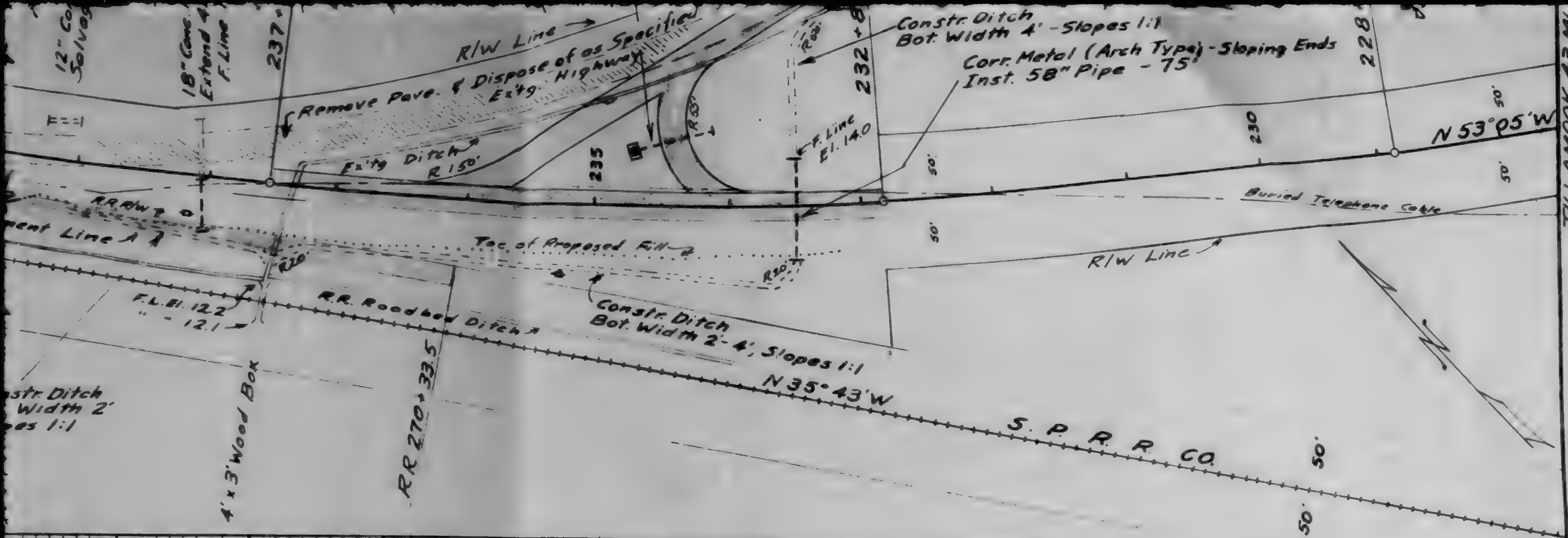
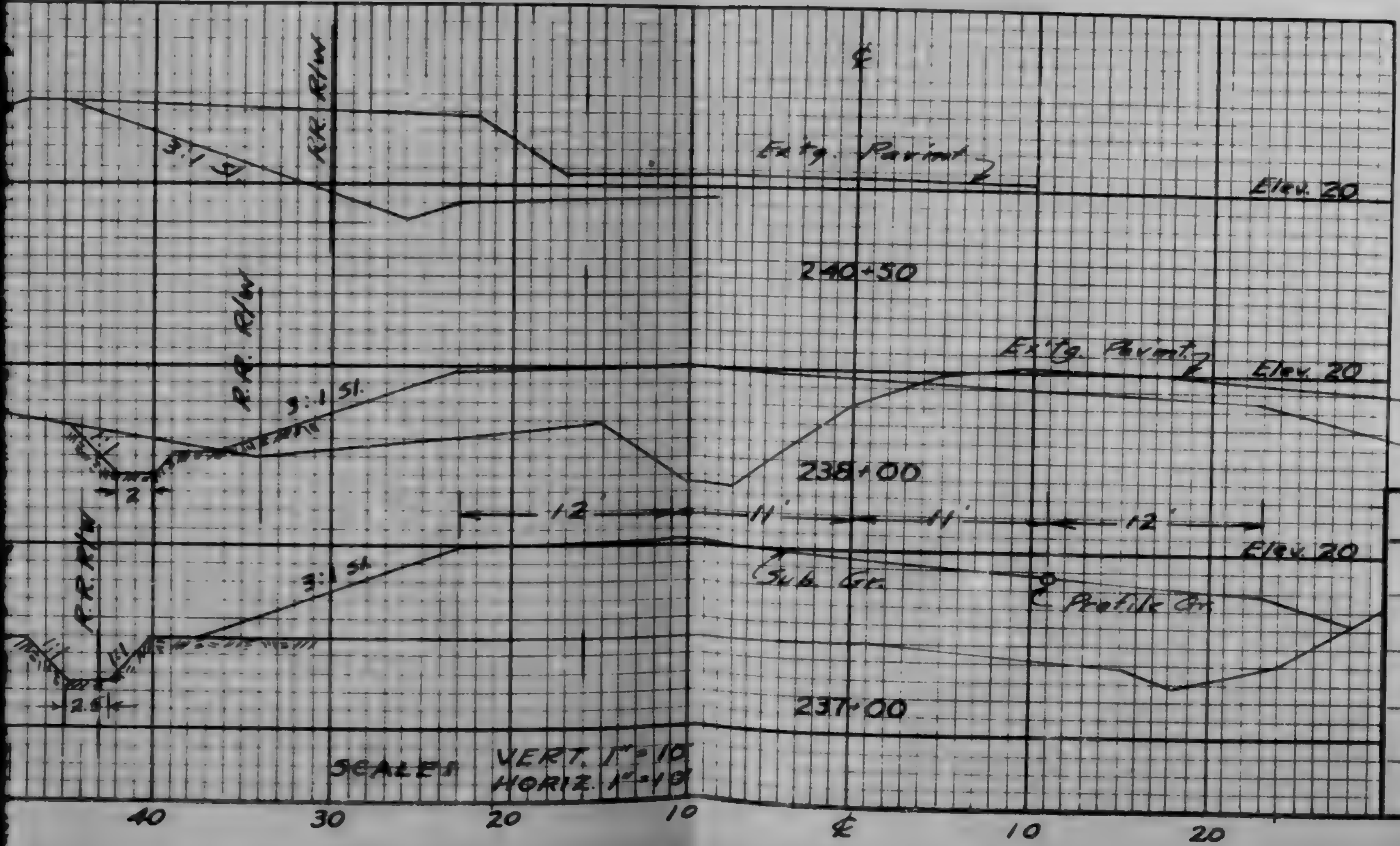
℄
10
20
R.R. 275+83.5
50'
50'
N 35°43'W
Dispose of Cable
Top of Proposed Cut Bank
R.R. R/W
15' Easement Line
Const. Ditch Bot. Width 2' Slopes 1:1
F.L. El. 12.2
12.1
4'x3' Wood Box
R.R. 270+33.5
R.R. Roadbed Ditch
Toe of Proposed Fill
Const. Ditch Bot. Width 2'-4', Slopes 1:1
N 35°43'W
S.P.
240
235
12" Conc Salvage
18" Conc Extend F. Line
Remove Pave. & Dispose of as Ex'g Highway
Ex'g Ditch R 150'
R/W
R 55'
F. Line El. 14.0
50'
50'
Inst. 58
0:0.5





Approved:

Ass't. State Highway Engineer

For Southern Pacific Co.

OREGON STATE HIGHWAY DEPARTMENT	
From	Sou. Pac. Ry. Co.
For	Slope Easement & Drainage Ditch
Highway	Oregon Coast
County	Tillamook
Scale 1" = 100'	Date 5-18-51

EIVED
R 19 1951
FOR FILING

STATE OF OREGON)
) ss
COUNTY OF MARION)

I, H. B. Glaisyer, Secretary of the Oregon State Highway Commission, do hereby certify that the attached copy of that portion of the minutes of the meeting of the Oregon State Highway Commission held on April 13, 1951, relating to the Engineer's request for authority to file formal application with the U. S. War Department for permission to construct a bridge over the Kilchis River on the proposed relocation of the Oregon Coast Highway between Tillamook and Bay City, as the same appears in Volume XXXVI of the Minute book, wherein the official acts of the Oregon State Highway Commission are recorded, has been compared by me with the original of said entry and that the same if a true and correct copy of said portion of said minutes and of the whole thereof.

INWITNESS WHEREOF, I have hereunto set my hand this eighteenth day of April, 1951.

HBGlaisyer

Secretary
OREGON STATE HIGHWAY COMMISSION

EXCERPT FROM THE MINUTES OF THE COMMISSION MEETING HELD APRIL 13, 1951

Portland, Oregon
April 13, 1951

The meeting of the State Highway Commission reconvened at 9:00 a.m. in the Green Room of the Imperial Hotel. Present were:

Ben R. Chandler, Chairman
Chas. H. Reynolds, Commissioner
Milo K. McIver, Commissioner
R. H. Baldock, State Highway Engineer
W. C. Williams, 1st Asst. State Highway Engineer
W. W. Stiffler, 2nd Asst. State Highway Engineer
Fred A. Miller, Assistant Counsel
C. W. Enfield, Assistant Counsel
Forrest Cooper, Right of Way Engineer
C. H. Armstrong, Parks Superintendent
M. H. Hawks, Auditor
H. B. Glaisyer, Secretary

* * * * *

The Engineer requested authority to file with the District Engineer, U. S. War Department, an application for a permit to construct a bridge over the Kilchis River on the proposed relocation of the Oregon Coast Highway between Tillamook and Bay City in Tillamook County. The Commission approved the request unanimously.

* * * * * * *

1951
Goose River
3-08 Maint. - Ferries - negren

F-120(3) Forest Bdry.-Gilchrist, Unit 1951
of Lapine-Diamond Lake Jct., The
#3609 Dalles-California Hwy.

RECEIVED
FEB 26 1957
FOR FILING

HUGH B. COLLINS
Attorney at Law

3609

107 East Main Street
Medford, Oregon

February 21, 1957

Secretary Oregon State Highway Commission
Salem, Oregon

Re: Contracts 3606 and 3609

Dear Sir:

Thank you very much for sending me certified copies of these contracts.

I enclose an affidavit foryour records.

Very truly yours,

/s/ Hugh B. Collins

HUGH B. COLLINS

HBC/l
enc.

STATE OF OREGON)
) ss.
County of Jackson)

Being first duly sworn, I depose and say that Ray Larson and Mary B.Brown each has a claim against the bond accompanying Contract No. 3609. Each of these claims arises out of injury sustained as a result of performance by the contractor of the work covered by the contract.

Subscribed and sworn to before me this 21st day of February, 1957.

Claudia Loud
NOTARY PUBLIC FOR OREGON

Seal

My commission expires Jan. 16, 1959

RECEIVED
FEB 20 1957
FOR FILING
[illegible]
3609

February 19, 1957

Mr. Hugh B. Collins
Congress Hotel
Portland, Oregon

Dear Sir:

As requested in your letter of February 16, we are preparing and will forward by separate mail two certified copies of Contract No. 3606 with R. A. Heintz Construction Co., and two certified copies of Contract No. 3609 with Warren Northwest, Inc.

We will be glad to furnish these copies but we are required by law to secure an affidavit of claim for each of the contracts. Will you please furnish these to us?

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

Hugh B. Collins
ATTORNEY AT LAW

TELEPHONE 2-9034

107 EAST MAIN STREET
MEDFORD, OREGON

IN REPLYING REFER TO:

February 16, 1957

Secretary
State Highway Commission
Salem, Oregon

Re: Contract 3606, R. A. Heintz Const. Co.
3609, Warren Northwest, Inc.

Dear Sir:

As your records will show, Mary Brown and Ray Larson filed claims against the above bonds with the Secretary of State. Information copies were sent to you.

Their cases against the above contractors are being tried in Portland this coming week, and we urgently need two certified copies of each contract. We will be greatly indebted to you if you will certify and mail these copies to:

Hugh B. Collins
Congress Hotel
Portland, Oregon

Very truly yours,

HUGH B. COLLINS

[illegible]

RECEIVED
FEB 6 1957

FOR FILING

[illegible]

3609

February 6, 1957

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

ATTENTION: Mr. Eppling

Dear Mr. Eppling:

Pursuant to your telephonic request to our Mr. Virgil O'Neil this morning, I am transmitting to you herewith a ceritified copy of the plans for the Gilchrist-Willamette Junction Unit, Lapine-Diamond Lake Junction Section of The Dalles-California Highway, Klamath County, Contract No. 3606, and a certified copy of the plans for the Forest Coundary-Gilchrist Unit, Lapine-Diamond Lake Junction Section of the same highway, Contract No. 3609.

No charge for these maps.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG/dp
Enclosures

Warren Northwest Inc.
P. O. Box 5072
Portland, Oregon

Mr. Eppling

Wants certified copy of plans for Contract 3606, Gilchrist - Willamette Junction Unit, Lapine-Diamond Lake Jct. Sec. & Contract 3609, Forest Bdy. - Gilchrist Unit, Bapine - Diamond Lake Jct. Sec.

Send Bill, wants this week for Lawsuit Monday

RECEIVED

FOR FILING

COPY

August 2, 1954

Glens Falls Indemnity Company
Portland Service Office
225 SW 4th Street
Portland, Oregon

ATTENTION: James V. Riley

Dear Sir:

Concerning the certified copies of contract No. 3606 and contract No. 3609 sent to you recently, we are required by law to secure an affidavit of claim when such copies are furnished.

Attached is an excerpt from the Oregon Laws in which we have checked in red the section pertaining to such affidavit.

It will be much appreciated if you will furnish such a paper in the near future.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dc
Attach.

GLEN FALLS INDEMNITY COMPANY
of Glen Falls, New York

C
O
P
Y

Portland, Oregon
July 29, 1954

Oregon State Highway Department
Salem,
Oregon

Attention: Mr. H.B. Glaisyer
Secretary

Re: Claim No. 73-L-21654K
Insured: Warren Northwest, Inc.
D/L: 9-12-52

Gentlemen:

Your letter of July 23, 1954, has been received.

We have also received certified copies of contracts number 3606 and 3609.

In your letter of July 23, 1954, you asked that we write to you and confirm the fact that we require the certified copies of the above mentioned two contracts for purposes of litigation. I believe that this letter will serve as that confirmation but in the event you require anything additional please let us know.

We wish totake this opportunity to thank you for your kind cooperation and consideration.

Very truly yours,

PORTLAND CLAIM DEPARTMENT

James V. Riley
Adjuster

JVR:ah

RECEIVED
7 1954
FOR FILING

O
P
Y

July 23, 1954

Glens Falls Indemnity Company
225 SW 4th Avenue
Portland, Oregon

ATTENTION: Mr. Riley

Dear Sir:

As requested by phone yesterday, we are sending you by separate mail one copy each of contract No. 3606 and contract No. 3609, both certified.

It will be much appreciated if you will submit an affidavit of claim stating the purpose for which these copies are desired.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dc

RECEIVED
FOR FILING

June 29, 1954

Mr. Paul W. Haviland
Attorney at Law
Goldy Building
Medford, Oregon

[illegible] in contract # 3606

Dear Sir:

As requested in your letter of June 28, we are forwarding by separate mail certified copies of contracts and bonds Nos. 3606 and 3609 awarded to R. A. Heintz Construction Company and Warren Northwest, Inc.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

PAUL W. HAVILAND
ATTORNEY AT LAW
GOLDY BUILDING
MEDFORD, OREGON

June 28, 1954

Mr. H. B. Glaisyer
Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

Please be advised that I represent Mrs. Lucile Larson and Mrs. Mary B. Brown who were injured as the result of an accident in which the vehicle in which they were riding was involved approximately 2½ miles north of Gilchrist, Oregon, on September 12, 1952.

The vehicle in which they were riding was struck by a truck operated by Warren Northwest, Inc., and R. A. Heintz Construction Co., and for that reason, it is necessary that I have certified copies for each case of your contracts Nos. 3606 and 3609, including Specifications and Contract Agreement for State Highway Construction, together with certified copies of the bonds on both of these contracts.

You will find enclosed supporting affidavits as required by statute covering the request for the certified contracts and bonds.

Your early cooperation in this matter will be appreciated.

Very truly yours,

Paul W. Haviland

PWH:ms
Encls

Jerry
prepare certified copy of each contract – and letter of transmittal.
HBG

AFFIDAVIT

STATE OF OREGON)
) ss.
County of Jackson)

I, Paul W. Haviland, being first duly sworn, depose and say: That on September 12, 1952, on U. S. Highway 97 approximately 2½ miles north of Gilchrist, Oregon, certain equipment being operated by Warren Northwest, Inc., and R. A. Heintz Construction Co., in performance of the work covered by State Highway Contracts Nos. 3609 and 3606, collided with a motor vehicle in which Lucile Larson was a passenger, as a result of which Lucile Larson received personal injuries which she alleges are in the sum of not less than $200,000.00.

Subscribed and sworn to before me
this 28th day of June, 1954.

Notary Public for Oregon
My Commission expires: Dec. 11,1956

AFFIDAVIT

STATE OF OREGON)
) ss.
County of Jackson)

I, Paul W. Haviland, being first duly sworn, depose and say: That on September 12, 1952, on U. S. Highway 97 approximately 2½ miles north of Gilchrist, Oregon, certain equipment being operated by Warren Northwest, Inc., and R. A. Heintz Construction Co., in performance of the work covered by State Highway Contracts Nos. 3609 and 3606, collided with a motor vehicle in which Mary B. Brown was a passenger, as a result of which Mary B. Brown received personal injuries which she alleges are in the sum of not less than $200,000.00.

Subscribed and sworn to before me
this 28th day of June, 1954.

Notary Public for Oregon
My Commission expires: Dec. 11, 1956

RECEIVED
DEC 21 1953
FOR FILING

[illegible]

[illegible]

December 15, 1953

C
O
P
Y

Mr. A. E. McQuade
Claims Manager
Glens Falls Indemnity Company
225 S. W. 4th Street
Portland, Oregon

Dear Mr. McQuade:

Thank you for your letter of December 11, 1953 regarding the claim of Harold and Mary Brown and Ray and Lucille Larson against R. A. Heintz Construction Company and Warren Northwest, Inc. arising out of State Highway Contracts 3609 and 3606.

It is noted that the truck involved in the accident was operated by Heintz and Ryan Contractors and not by Heintz and Warren Northwest as is alleged in the notice of the claim.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

GlensFalls Indemnity Co.
Glens Falls, New York

December 11, 1953

Oregon State Highway Department

Salem, Oregon

Attn: Secretary

Re: Warren Northwest

Gentlemen:

Forwarded to this office is a letter from your department dated December 9, 1953 with regards injuries sustained by Harold & Mary Brown and Ray and Lucille Larson occurring on September 12, 1952. This in connection with Contract No. 3609 for work on the Forest Boundary-Gilchrist Unit, Lapine-Diamond Lake Junction Section of The Dalles-California Highway; and Contract No. 3606 for work on the Gilchrist-Willamette Junction Unit of the Lapine-Diamond Lake Junction Section of The Dalles-California Highway in Klamath County.

This said letter was sent to our insured, Warren Northwest, and stated that the truck involved was operated by Warren Northwest and R. A. Heintz Construction Company which is not the case. The truck involved in the accident was operated by the Heintz and Ryan Contractors and is fully covered by insurance through the Royal Indemnity Compnay.

I trust that this clarifies the situation for you.

Very truly yours,

/s/ A. E. McQuade

A. E. MC QUADE
CLAIMS MANAGER

AEM:jf

[illegible]IVED
FOR FILING

3609

Lewis

December 9, 1953

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: E. Libby

Dear Sir:

We acknowledge with thanks your letter of December 7 to which was attached three copies each of four claims filed with your office against Warren Northwest, Inc. on State Highway Contract No. 3609 and R. A. Heintz Construction Company on Contract No. 3606.

These claims bear your file Nos. 3426, 3427, 3428 and 3429.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

December 7, 1953

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Paul W. Haviland, Attorney at Law, Goldy Building, Medford, Oregon and filed as of this date, four notices of claim by the following:

> Ray B. Larson vs. Warren Northwest, Inc.; United States Guarantee Company; R. A. Heintz Construction Co.; and United Pacific Insurance Company in the sume of One Hundred Fifty Thousand Dollars ($150,000.00), for the work of grading and paving the hereinafter described sections of highway located in Klamath County, Oregon, file No. 3426;
>
> Harold H. Brown vs. Warren Northwest, Inc.; United States Guarantee Company; R. A. Heintz Construction Co.; and United Pacific Insurance Company in the sum of One Hundred Thousand Dollars ($100,000.00), for the work of grading and paving the hereinafter described sections of highway located in Klamath County, Oregon, file No. 3427;
>
> Mary B. Brown vs. Warren Northwest, Inc.; United States Guarantee Company; R. A. Heintz Construction Co.; and United Pacific Insurance Company in the sum of Three Hundred Thousand Dollars ($300,000.00), for the work of grading and paving the hereinafter described sections of highway located in Klamath County, Oregon, file No. 3428;
>
> Lucile Larson vs. Warren Northwest, Inc.; United States Guarantee Company; R. A. Heintz Construction Co.; and United Pacific Insurance Company in the sum of Three Hundred Thousand Dollars ($300,000.00), for the work of grading and paving the hereinafter described sections of highway located in Klamath County, Oregon, file No. 3429, to-wit:

H. B. Glaisyer

Page 2

The State Highway Contract No. 3609 awarded to Warren Northwest, Inc., for grading and paving the Forest Boundary-Gilchrist unit in Klamath County, Oregon; and

The work under State Highway Contract No. 360$\overset{6}{9}$ awarded to R. A. Heintz Construction Co. for grading and paving the Gilchrist-Willamette Junction unit.

Our file Nos. 3[illegible]6, 3427, 3428 and 3429.

We are enclosing three copies of the claims for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By
Clerk, Records Division

NF:K
Enc.

12-9-53

RECEIVED
FOR FILING

36

December 9, 1952

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

United States Fidelity & Guaranty Co.
[illegible] Portland Trust Building
Portland, Oregon

Gentlemen:

Attached are copies of claims filed by Harold L. Brown, Lucille Larson, Mary B. Brown, and Roy [illegible]. Larson against Warren Northwest, Inc. on Contract No. [illegible] for work on the Forest Boundary-Gilchrist Unit, Lapine-Diamond Lake Junction Section of The Dalles-California Highway in Klamath County and against R. A. Heintz Construction Company on Contract No. [illegible] for work on the Gilchrist-Willamette Junction Unit of the Lapine-Diamond Lake Junction Section of The Dalles-California Highway in Klamath County.

These claims are for personal injuries suffered by the claimants due to a collision with a truck operated by Warren Northwest, Inc. and R. A. Heintz Construction Company on September 17, 1952.

We provide this information as your company appears as surety on the bond furnished with the contracts mentioned above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]
Attach.
cc - United Pacific Insurance Co.
Branch Office

Mansfield & Company

Warren Northwest, Inc.

R. A. Heintz Construction Co.

12-9-52

E-123 80M REVISED 2-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

1859

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R H BALDOCK
STATE HIGHWAY ENGINEER
W. C WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

December 8, 1953

Mr. Paul W. Haviland
Attorney at Law
Goldy Building
Medford, Oregon

Dear Mr. Haviland:

This acknowledges your letter of December 3, 1953 transmitting copies of the claims of Lucile Larson, Mary B. Brown, Harold H. Brown, and Ray B. Larson against Warren Northwest, Inc., United States Guarantee Company, R. A. Heintz Construction Company, and United Pacific Insurance Company arising out of an accident that occurred on or about September 12, 1952, involving State Highway Contracts No. 3609 and 3606.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: F. Query✓

Mr. Query:
The above mentioned notices are attached hereto. Will you please prepare the customary letters to those contractors and their sureties.

HBG DOS

PAUL W. HAVILAND
ATTORNEY AT LAW
GOLDY BUILDING
MEDFORD, OREGON

December 3, 1953

State Highway Commission
Salem, Oregon

Re: Lucile Larson vs. Warren Northwest, Inc.; United States Guarantee Company; R. A. Heintz Construction Co.; and United Pacific Insurance Company

Mary B. Brown vs Warren Northwest, Inc.; United States Guarantee Company; R. A. Heintz Construction Co.; and United Pacific Insurance Company

Harold H. Brown vs. Warren Northwest, Inc.; United States Guarantee Company; R. A. Heintz Construction Co.; and United Pacific Insurance Company

Ray B. Larson vs. Warren Northwest, Inc.; United States Guarantee Company; R. A. Heintz Construction Co.; and United Pacific Insurance Company

Gentlemen:

Enclosed are original copies of notices, the originals of which have been filed with the Secretary of State in connection with the above matters.

Very truly yours,

Paul W. Haviland

Paul W. Haviland

PWH:ms
Encls

RECEIVED
[illegible]
OREGON
STATE HIGHWAY COMMISSION

NOTICE

TO THE STATE OF OREGON and
TO THE STATE HIGHWAY COMMISSION:

NOTICE IS HEREBY GIVEN that the undersigned, Lucile Larson, has a claim for personal injuries and property damage in the sum of Three Hundred Thousand Dollars ($300,000.00) against the bond taken from Warren Northwest, Inc., and their surety, United States Guarantee Company, and R. A. Heintz Construction Co., and their surety, United Pacific Insurance Company, for the work of grading and paving the hereinafter described sections of highway located in Klamath County, Oregon, to-wit:

> The State Highway Contract No. 3609 awarded to Warren Northwest, Inc., for grading and paving the Forest Boundary-Gilchrist unit in Klamath County, Oregon; and
>
> The work under State Highway Contract No. 3606 awarded to R. A. Heintz Construction Co. for grading and paving the Gilchrist-Willamette Junction unit. ~~south of Gilchrist, Oregon.~~

That under State Highway Contract No. 3609 awarded to Warren Northwest, Inc., R. A. Heintz Construction Co. was a subcontractor, and under State Highway Contract No. 3606 awarded to R. A. Heintz Construction Co., Warren Northwest, Inc., was a subcontractor.

The claim arose on or about September 12, 1952, when the undersigned was injured and certain personal property damaged as the result of a collision of the vehicle in which the undersigned was riding with a truck operated by the said Warren Northwest, Inc., and R. A. Heintz Construction Co., and their employees and subcontractors in the performance of said work.

Dated at Medford, Oregon, this 3rd day of December, 1953.

Lucile Larson

Paul W. Haviland-Her Attorney
Suite 5, Goldy Building
Medford, Oregon

NOTICE

TO THE STATE OF OREGON and
TO THE STATE HIGHWAY COMMISSION:

NOTICE IS HEREBY GIVEN that the undersigned, Mary B. Brown, has a claim for personal injuries and property damage in the sum of Three Hundred Thousand Dollars ($300,000.00) against the bond taken from Warren Northwest, Inc., and their surety, United States Guarantee Company, and R. A. Heintz Construction Co., and their surety, United Pacific Insurance Company, for the work of grading and paving the hereinafter described sections of highway located in Klamath County, Oregon, to-wit:

> The State Highway Contract No. 3609 awarded to Warren Northwest, Inc., for grading and paving the Forest Boundary-Gilchrist unit in Klamath County, Oregon; and
>
> The work under State Highway Contract No. 3606 awarded to R. A. Heintz Construction Co. for grading and paving the Gilchrist-Willamette Junction unit. ~~south of Gilchrist, Oregon.~~

That under State Highway Contract No. 3609 awarded to Warren Northwest, Inc., R. A. Heintz Construction Co. was a subcontractor, and under State Highway Contract No. 3606 awarded to R. A. Heintz Construction Co., Warren Northwest, Inc., was a subcontractor.

The claim arose on or about September 12, 1952, when the undersigned was injured and certain personal property damaged as the result of a collision of the vehicle in which the undersigned was riding with a truck operated by the said Warren Northwest, Inc., and R. A. Heintz Construction Co., and their employees and subcontractors in the performance of said work.

Dated at Medford, Oregon, this 3rd day of December, 1953.

Mary B. Brown
Mary B. Brown

Paul W. Haviland
Paul W. Haviland - Her Attorney

Suite 5, Goldy Building
Medford, Oregon

NOTICE

TO THE STATE OF OREGON and
TO THE STATE HIGHWAY COMMISSION:

NOTICE IS HEREBY GIVEN that the undersigned, Harold H. Brown, has a claim for loss of consortium by reason of personal injuries to his wife, Mary B. Brown, in the sum of One Hundred Thousand Dollars ($100,000.00) against the bond taken from Warren Northwest, Inc., and their surety, United States Guarantee Company, and R. A. Heintz Construction Co., and their surety, United Pacific Insurance Company, for the work of grading and paving the hereinafter described sections of highway located in Klamath County, Oregon, to-wit:

> The State Highway Contract No. 3609 awarded to Warren Northwest, Inc., for grading and paving the Forest Boundary-Gilchrist unit in Klamath County, Oregon; and
>
> The work under State Highway Contract No. 3606 awarded to R. A. Heintz Construction Co. for grading and paving the Gilchrist-Willamette Junction unit. ~~south of Gilchrist, Oregon.~~

That under State Highway Contract No. 3609 awarded to Warren Northwest, Inc., R. A. Heintz Construction Co. was a subcontractor, and under State Highway Contract No. 3606 awarded to R. A. Heintz Construction Co., Warren Northwest, Inc., was a subcontractor.

The claim arose on or about September 12, 1952, when the said Mary B. Brown, wife of Harold H. Brown, was injured as the result of a collision of the vehicle in which Mary B. Brown was riding with a truck operated by the said Warren Northwest, Inc., and R. A. Heintz Construction Co., and their employees and subcontractors in the performance of said work.

Dated at Medford, Oregon, this 3rd day of December, 1953.

Harold H. Brown

Paul W. Haviland - His Attorney

Suite 5, Goldy Building
Medford, Oregon

NOTICE

TO THE STATE OF OREGON and
TO THE STATE HIGHWAY COMMISSION:

NOTICE IS HEREBY GIVEN that the undersigned, Ray B. Larson, has a claim for personal injuries, property damage and for loss of consortium by reason of personal injuries suffered by his wife, Lucile Larson, in the sum of One Hundred Fifty Thousand Dollars ($150,000.00) against the bond taken from Warren Northwest, Inc., and their surety, United States Guarantee Company, and R. A. Heintz Construction Co., and their surety, United Pacific Insurance Company, for the work of grading and paving the hereinafter described sections of highway located in Klamath County, Oregon, to-wit:

> The State Highway Contract No. 3609 awarded to Warren Northwest, Inc., for grading and paving the Forest Boundary-Gilchrist unit in Klamath County, Oregon; and
>
> The work under State Highway Contract No. 3606 awarded to R. A. Heintz Construction Co. for grading and paving the Gilchrist-Willamette Junction unit. ~~south of Gilchrist, Oregon.~~

That under State Highway Contract No. 3609 awarded to Warren Northwest, Inc., R. A. Heintz Construction Co. was a subcontractor, and under State Highway Contract No. 3606 awarded to R. A. Heintz Construction Co., Warren Northwest, Inc., was a subcontractor.

The claim arose on or about September 12, 1952, when the undersigned was injured and certain personal property damaged, and his wife, Lucile Larson, was injured as the result of a collision of the vehicle in which Ray B. Larson was the driver and in which Lucile Larson was a passenger, which said vehicle was struck by a truck operated by the said Warren Northwest, Inc., and R. A. Heintz Construction Co., and their employees and sub-contractors in the performance of said work.

Dated at Medford, Oregon, this 3rd day of December, 1953.

Ray B. Larson
Ray B. Larson

Paul W. Haviland - His Attorney
Suite 5, Goldy Building
Medford, Oregon

RECEIVED
[illegible]
FOR FILING

December 8, 1953

Mr. Paul W. Haviland
Attorney at Law
Goldy Building
Medford, Oregon

Dear Mr. Haviland:

This acknowledges your letter of December 3, 1953 transmitting copies of the claims of Lucile Larson, Mary B. Brown, Harold H. Brown, and Ray B. Larson against Warren Northwest, Inc., United States Guarantee Company, R. A. Heintz Construction Company, and United Pacific Insurance Company arising out of an accident that occurred on or about September 12, 1952, involving State Highway Contracts No. 3609 and 3606.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: F. Query

Mr. Query:

The above mentioned notices are attached hereto. Will you please prepare the customary letters to those contractors and their sureties.

HBG

FOR FILING

W. C. Williams

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

December 7, 1953

DEC 10 1953

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Paul W. Haviland, Attorney at Law, Goldy Building, Medford, Oregon and filed as of this date, four notices of claim by the following:

Ray B. Larson vs. Warren Northwest, Inc.; United States Guarantee Company; R. A. Heintz Construction Co.; and United Pacific Insurance Company in the sume of One Hundred Fifty Thousand Dollars ($150,000.00), for the work of grading and paving the hereinafter described sections of highway located in Klamath County, Oregon, file No. 3426;

Harold H. Brown vs. Warren Northwest, Inc.; United States Guarantee Company; R. A. Heintz Construction Co.; and United Pacific Insurance Company in the sum of One Hundred Thousand Dollars ($100,000.00), for the work of grading and paving the hereinafter described sections of highway located in Klamath County, Oregon, file No. 3427;

Mary B. Brown vs. Warren Northwest, Inc.; United States Guarantee Company; R. A. Heintz Construction Co.; and United Pacific Insurance Company in the sum of Three Hundred Thousand Dollars ($300,000.00), for the work of grading and paving the hereinafter described sections of highway located in Klamath County, Oregon, file No. 3428;

Lucile Larson vs. Warren Northwest, Inc.; United States Guarantee Company; R. A. Heintz Construction Co.; and United Pacific Insurance Company in the sum of Three Hundred Thousand Dollars ($300,000.00), for the work of grading and paving the hereinafter described sections of highway located in Klamath County, Oregon, file No. 3429, to-wit:

H. B. Glaisyer

Page 2

The State Highway Contract No. 3609 awarded to Warren Northwest, Inc., for grading and paving the Forest Boundary-Gilchrist unit in Klamath County, Oregon; and

The work under State Highway Contract No. 3606 awarded to R. A. Heintz Construction Co. for grading and paving the Gilchrist-Willamette Junction unit.

Our file Nos. 3426, 3427, 3428 and 3429.

We are enclosing three copies of the claims for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By
Clerk, Records Division

NF:K
Enc.

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FOR FILING

December 2nd, 1953

FINAL COST ANALYSIS

Forest Boundary-Gilchrist Unit
Contract #3609

The Dalles-California Highway
Prefix 18-1051 F-120(3)

Warren Northwest, Inc., Contractor
H. S. Cox, Resident Engineer

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	All		$	$	$15,764.60	$18,000.00
Struct. Exc., Unclass.	53.98	Cu. Yd.	2.50	1.80	97.13	134.95
Trench Excavation	51.80	" "	2.50	1.57	81.58	129.50
Spec. Borrow Exc., Unclass.	6,103.5	" "	0.35	0.348	2,128.43	2,136.23
General Excavation	118,850.5	" "	0.29	0.279	33,163.44	34,466.67
Short Overhaul	336,845	Yd. Sta.	0.01	0.01	3,668.45	3,668.45
Long Overhaul	7,864.5	C-Yd. Sta.	0.40	0.40	3,145.80	3,145.80
Truck Haul on Spec. Borrow	42,756.5	Yd. Mi.	0.12	0.116	4,995.40	5,130.78
Finish R/B & Slopes	4.33	Mile	500.00	411.52	1,781.92	2,165.00
Rounding Cutbanks	5,210	Lin. Ft.	0.15	0.073	381.96	781.50
18" Concrete Pipe	717	" "	4.00	3.74	2,679.59	2,868.00
Cinders in Subbase	30,188.5	Cu. Yd.	0.65	0.73	22,141.10	19,622.53
*1½"-0 Cinders in Base	13,311	" "	1.60	1.30	17,324.95	21,297.60
*3/4"-0 Cr. Mat'l. in Base	6,005	" "	2.00	1.54	9,238.90	12,010.00
*3/4"-0 " " " Shld.	1,905	" "	2.00	1.72	3,268.76	3,810.00
Sprinkling	2,100.981	M/Gal.	2.50	2.11	4,427.91	5,252.45
*Preparation of Base	4.33	Mile	225.00	179.27	776.27	974.25
*3/4"-0 Mat'l. in Binder Course	635	Cu. Yd.	3.25	2.55	1,619.25	2,063.75
*Furn. & Place RC-3 Asphalt in Binder Course	94.58	Ton	48.00	46.60	4,408.36	4,539.84
*Class "B" Asphaltic Concrete	10,824.565	"	5.75	4.699	50,864.65	62,241.25
PA #1, Cut & Deliver Saw Timber to Mill Pond	332.79	M-FBM	22.50	Note: This Cost Included in Clearing		7,487.78
*PA #2, Emulsion in Dust Laying	1,737	Gal.	0.181285	0.171	297.21	314.53

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
*PA #3, Purchase Excess 1¼"-0 Cinders in Stockpile	2,248.18	Cu. Yd.	$0.75	$0.573	$ 1,288.22	$ 1,686.14
*PA #3, Purchase Excess 3/4"-0 Cinders in Stockpile	1,397.44	" "	0.75	0.573	800.73	1,048.08
*PA #3, Purchase Excess 3/4"-0 Gravel in Stockpile	8,154.8	" "	1.15	1.019	8,309.74	9,378.02
*PA #3, Purchase Excess ¼"-0 Gravel in Stockpile	1,164.42	" "	1.50	1.019	1,186.52	1,746.63
PA #4, Clearing Borrow Area	1.949	Acre	300.00	145.27	283.14	584.70
Total					$194,124.01	$226,684.43

	Gross Revenue	Total Cost	Profit	% Profit
Warren Northwest, Inc.	$105,722.34	$86,600.20	$19,122.14	18.0%
R. A. Heintz Construction Co.	120,962.09	107,523.80	13,438.29	10.3%
Total	$226,684.43	$194,124.00	$32,560.43	14.3%

* Work done all or part by Warren Northwest, Inc.

Forest Boundary-Gilchrist Unit
Warren Northwest, Inc.

Detail of Cost

Labor:			
Labor and Supervision		$ 23,484.91	
Labor Insurance		1,561.50	
			$ 25,046.41
Materials:			
85-100 Asphalt	635.8 Tons at $28.38 Inc. Frt.	$ 18,044.54	
RC-3 Asphalt	94.58 " " 32.04 " "	3,031.41	
Emulsion	1,735 Gal. " 0.138 " "	239.43	
			21,315.38
Equipment Rentals & Misc. Expense:			
Equipment Rentals (Owned)		$ 21,461.54	
Hired Trucks (Incl. Operators)		8,016.48	
Gas, Oil and Grease		4,005.70	
Fuel Oil		3,409.71	
P.L. & P.D. Insurance		218.45	
Freight & Cartage		884.08	
Small Tools & Misc. Supplies		594.50	
Bond		455.25	
Home Office & General Overhead		1,174.70	
			40,523.44
Total Cost			$ 86,600.20

Forest Boundary-Gilchrist Unit
R. A. Heintz Construction Co.

Detail of Cost

Labor:			
Labor and Supervision		$ 33,030.91	
Labor Insurance		2,213.04	
			$ 35,243.95
Materials:			
18" Concrete Pipe	717 Lin. Ft. at $2.34	$ 1,677.78	
			1,677.78
Equipment Rentals & Misc. Supplies:			
Equipment Rentals (Owned)		$ 40,521.79	
" " (Hired)		3,455.75	
Gas, Oil and Grease		4,950.95	
P.L. & P.D. Insurance		440.55	
Freight and Cartage		1,748.00	
Small Tools & Misc. Supplies		996.50	
Bond		540.21	
Home Office & General Overhead		1,811.50	
			54,465.25
			$91,386.98
Paid to Emil Dachtler, Subcontractor on ~~Oiling~~ Clearing			12,250.00
Paid to Bill Anderson, Subcontractor Hauling Water			3,886.82
Total Cost			$107,523.80

Forest Boundary-Gilchrist Unit

Breakdown of Class "B" Asphaltic Concrete

	Cost	Tons	Unit Cost
Move In and Set Up (Prorated Over Two Jobs)	$ 1,688.63	10,824.57	$0.156
Feed Aggregate into Dryer	1,872.65	"	0.173
Heat and Mix	13,357.52	"	1.234
Haul to Street	3,074.18	"	0.304
Street Work	4,005.10	"	0.37
Cost of Aggregate	8,605.54	"	0.795
Cost of Asphalt Incl. Freight	18,044.54	"	1.667
	$50,648.16	10,824.57	$4.699

A 3,000-lb. per batch paving plant operated 102 hours to produce 10,824.57 tons, an average of 106.4 tons per hour.

Forest Boundary-Gilchrist Unit

Remarks:

This was a "Regular Federal Aid Project". The contract, calling for construction of 4.33 miles of highway roadbed, 4.33 miles of cinder subbase and 4.33 miles of asphaltic concrete pavement, was bid and awarded December 20, 1951, and completed November 9, 1952.

The clearing and grubbing was sublet to Emil Dachtler, who again sublet the clearing and grubbing to Earnest Darst. Dachtler, on January 14, 1952, moved in D-8 cat and dozer, D-7 cat and dozer and a small crew of men and started logging of all merchantable timber. Then on February 7, 1952, the subcontractor, Earnest Darst, started clearing and grubbing. Some of the timber belonged to the Brooks-Scanlon Logging Co. and some to the Gilchrist Lumber Co., for which the State compensated the contractor. The subcontractor on clearing and grubbing was unable to finish his contract, causing the prime contractor to finish clearing and grubbing. A good profit was realized on clearing and grubbing due to the sale of merchantable timber.

Grading operations were started on April 28, 1952, using D-8 cats with 15 cu. yd. scrapers and 4 DW-20's. General excavation consisted of all dirt. Some of the dirt cuts after being opened up proved to be too wet and had to dry out before they could be finished. This item shows a small profit.

Cinder base was hauled from a cinder deposit located 1.0 mile east of Mile 186.95 on the The Dalles-California Highway. Two D-8 cats and dozers were used in pushing cinders to a 54-inch belt Euclid loader. The cinders were hauled in company-owned and rented DW-20's built up to haul 40 cu. yds. The cinders were handled on the road with D-8 cat and dozer and #12 cat blade. The bid price was too low on pit-run cinders, which were hauled an average of 4.8 miles, and this item shows a loss.

Warren Northwest moved a 3-crusher plant into the gravel pit located on the westerly side of and adjacent to the The Dalles-California Highway at M.P. 184.67. The crusher was fed with 3/4 cu. yd. dragline and three 6 cu. yd. trucks. All plant mix materials were run out on belt conveyors and handled on the stockpile with D-7 cat and dozer. The gravel in this pit was very fine, requiring very little crushing. High production was made on all crushed materials.

After all crushed materials were produced from gravel deposit, the crushing plant was moved into the cinder pit, where all crushed cinders were produced. Having soft cinders, high production was realized on all crushed cinders.

On June 5, 1952, the contractor started moving in a 3,000-lb. hot plant adjacent to the stockpile at the gravel pit. Having two jobs (Forest Bdry.-Gilchrist and Gilchrist-Willamette Jct.), all paving was completed from one plant setup. With only one plant setup and low cost aggregate, the asphaltic concrete shows a nice profit.

The subcontractor suffered a loss on cinders in subbase due to low bid prices, but made a profit on clearing and sale of merchantable timber. The prime made excellent production on crushing and asphaltic concrete, with low costs and a good profit.

E. H. Clymer
Chief Cost Analyst

By . . K. T. Wechter

RECEIVED
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August 27, 1953

Mr. Paul W. Haviland
Attorney at Law
Goldy Building
Medford, Oregon

Dear Mr. Haviland:

This is in reply to your letter of August 25th concerning the operations of State Highway contractors on The Dalles-California Highway north of Gilchrist.

State Highway Contract No. 3609 was awarded to Warren Northwest, Inc., P.O.Box 5072, Portland, Oregon, for grading and paving the Forest Boundary-Gilchrist Unit in Klamath County. This Contract lies north of Gilchrist and the R. A. Heintz Construction Company, 211 NE Columbia Blvd., Portland 11, Oregon, operated as sub-contractor under Warren Northwest. This Contract was completed November 6, 1952 and accepted by the Highway Commission on June 25, 1953.

State Highway Contract No. 3606 was awarded to R. A. Heintz Construction Company for grading and paving the Gilchrist-Willamette Junction Unit, which lies south of Gilchrist. Warren Northwest, Inc., acted as sub-contractors on this job, which was completed November 6, 1952 and accepted by the Commission on November 24, 1952.

In all State Highway Contracts, the State holds the principal contractor responsible for the operations of the Contract and the principal contractor is held responsible for the operations of the sub-contractor. These Contracts, of course, were under the direct supervision of the State Highway Department.

As to the nature of the arrangements between Heintz Construction Company and Warren Northwest, Inc., we cannot advise as the State is not particularly concerned in the operations of the sub-contractor, but as stated before, looks to the principal contractor for satisfactory performance on the job.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

FQ:dc

Secretary

PAUL W. HAVILAND
ATTORNEY AT LAW
GOLDY BUILDING
MEDFORD, OREGON

August 25, 1953

State Highway Engineers
State Highway Commission
Salem, Oregon

Gentlemen:

3609

Please be advised that I represent Mrs. Lucile Larson and Mrs. Mary [illegible]. Brown who were injured in an automobile-truck accident that occurred on September 12, 1952 approximately two and a half miles north of Gilcrist, Oregon.

The truck that struck the vehicle in which these ladies were riding was being used on the construction job under your direction by the Heintz Construction Company.

I would appreciate your furnishing me with the true name and address of the Heintz Construction Company and informing me as to whether or not this company is a corporation and, if not, whether there is anyone other than Robert Heintz who has an interest therein.

3606

It is my understanding that the Heintz Construction Company was the successful bidder for the construction of an eight mile stretch of highway on Highway 97 near Gilcrist, Oregon, and that the Warren Northwest Construction Company was the successful bidder for another eight mile stretch of highway construction on this same highway, and that after the bids were awarded these companies that they then operated the job as a single unit under your direction.

I would appreciate full information as to the job in question and as to whether or not it was under the direct supervision of the State Highway Commission and what was the arrangement between the Warren Northwest Construction Company and the Heintz Construction Company with respect to the matter of construction of this job.

I am primarily interested in this respect as to whether or not your Department required that they each serve as sub-contractors for the other on the portion of the job that they worked on on which they were not the prime contractors.

Your cooperation in furnishing this information will be appreciated.

Very truly yours,

Paul W. Haviland

Paul W. Haviland

PWH:as

RECEIVED
[illegible]
STATE HIGHWAY COMMISSION

OREGON STATE HIGHWAY DEPARTMENT
(date)
May 4, 1953

(CONTRACT NO.) F-12 [illegible])	(EST. NO.)	(CONTRACTOR)	
3609	11-Final	WARREN NORTHWEST, INC.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
7423	R-65436	$ 21,210.53	5/4/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1952

Time Extensions: Nov. 30, 1952 without penalty

Completion Date: Nov. 6, 1952

Date Accepted: June 25, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 6-30-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: A. A. Wicklander

6-30-53

RECEIVE
APR 7 1953
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April 7, 1953

United States Guarantee Co.
90 John Street
New York 7, N. Y.

Gentlemen:

State Highway Contract No. 3609 for work performed on the Forest Boundary-Gilchrist Unit, Lapine-Diamond Lake Junction Section of the The Dalles-California Highway, Klamath County, was completed by the contractor, Warren Northwest, Inc., on November 9, 1952 but has not as yet been accepted by the Commission.

Final payment in the amount of $21,210.53 will be released to the contractor after acceptance by the Highway Commission. The total contract amount is $226,684.43, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD

4-7-53

RECEIVED
DEC 1[illegible] 1952
FOR FILING

December 18, 1952

United States Guarantee Co.
90 John Street
New York 7, N. Y.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Warren Northwest, Inc. in connection with contract No. 3609, covering the Forest Boundary-Gilchrist Unit of the Lapine-Diamond Lake Junction Section on The Dalles-California Highway in Klamath County.

This payment, in the amount of $1,167.02, will be released to the contractor on or after December 29, 1952. The retained percentage is $6,354.86.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD
12-1[illegible]-52 gl

Form E-1

OREGON STATE HIGHWAY DEPARTMENT

F-100(3)

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Dec. 6, 1952

Section	Forest Boundary-Gilchrist	Kind of work	Grading and Paving
Highway	The Dalles-California	Section prefix	18-1051
Contractor	Warren Northwest Inc.	Contract number	3609
Date of contract	Dec. 20, 1951	Date of completion	Sept. 30, 1952
Date work started	Feb. 7, 1952	Estimated date of completion	Nov. 6, 1952
Amount of contract	$215,434.25	Per cent of time elapsed	124 %

Estimated cost of completed project, exclusive of engineering . . . $211,819.76

Per cent of contract completed, based on total contract price . . . 100 %

Engineering cost to date $16,000, 93 %

Date project was completed Nov. 6, 1952

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The semi-final estimate on this project was submitted Friday of this week.

This will be the last weekly report on the project.

NOTED
H. G. SMITH

RECEIVED
DEC 8 1952
OFFICE OF
CONSTRUCTION ENGINEER

Signed

Address 1290 Wall St. BEND

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.33	4.33		4.33	4.33
Miles partially completed					
Miles completed	4.33	4.33		4.33	4.33
Total estimated quantities	118,850.6	50,775.5		635 CY 94.58 Ton	10,824.565
Estimated quantities moved or placed to date	"	"		"	"
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear cold		
Monday	Cold snow		
Tuesday	" "		
Wednesday	Cloudy		
Thursday	Cloudy windy		
Friday	Cloudy cold		
Saturday			

STATE PRINTING

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[illegible]

November 20, 1952

United States Guarantee Co.
90 John Street
New York 7, N. Y.

Gentlemen:

It is the intention of the State Highway Commission to release to Warren Northwest, Inc. a portion of the funds heretofore retained by the Commission on contract No. 3609, covering the Forest Boundary-Gilchrist Unit, Lapine-Diamond Lake Junction Section of The Dalles-California Highway, Klamath County.

This payment, in the amount of $9,978.59, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $6,318.77. The present payment will be released to the contractor on or after December 1, 1952.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

kl

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

[illegible] ON [illegible]

11-20-52 JS

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F - 12[illegible]

November 12, 1952

Warren Northwest Inc.
P. O. Box 5072
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on October 20, 1952, had under discussion your request for an extension of time of 60 days, from September 30 to November 30, 1952, within which to complete your contract No. 3609 covering the Forest Boundary-Gilchrist Unit of the LaPine-Diamond Lake Junction Section of The Dalles-California Highway in Klamath County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Wm. E. Chandler,
Division Engineer

H. [illegible]. Cox,
Resident Engineer

H. G. Smith,
Construction Engineer

NOTED ON CARD

11-12-52

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FOR FILING
F-12

November 12, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on November 6, 1952, on Contract No. 3609, Forest Boundary Unit, Lapine-Diamond Lake Junction Section, in connection with Federal Aid Project No. F-120(3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:gs

cc: John Cattrall

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OCT 2[illegible] 1952
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October 16, 1952

Request for extension of time
No. [illegible]
October 20 and 21 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Warren Northwest, Inc., for an extension of time on Contract No. 3009, Forest Boundary-[illegible] Section of The Dalles-California Highway, from September 30, 1952 to November 30, 1952.

Extremely deep snow during the spring of 1952, together with unusual saturation of materials in the cuts, materially delayed the starting of grading operations. As soon as the weather permitted, the contractor started and prosecuted his work very ably and had almost all the road work completed, with the exception of miscellaneous roadside cleanup and burning, by the specified completion date.

I recommend that the extension be granted without penalty, and Mr. [illegible] of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

HGS lg

RECEIVED
OCT 7 - 1952
FOR FILING

September 29, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Bldg.
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 3609, Forest Boundary - Gilchrist Section of The Dalles-California Highway, Ore. F-120 (3), from September 30th, 1952 to November 30th, 1952, to Warren Northwest, Inc..

Extremely deep snow during the spring of 1952, together with unusual saturation of materials in the cuts, materially delayed the starting of grading operations. As soon as weather permitted, the contractor prosecuted his work very ably and will have all roadwork completed with the exception of miscellaneous roadside clean up and burning, by the specified completion date.

I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

EAP:sh

cc H. G. Smith

RECEIVED
FOR FILING

August 8, 1952

Warren Northwest, Inc.
P. O. Box 5072
Portland 13, Oregon

Attention: Mr. J. R. Wininger

Gentlemen:

This is your authority to use material from the State-owned pits on the Forest Boundary-Gilchrist Section of The Dalles-California Highway, Contract No. 3609, for paving in the town of Gilchrist and around the Fireside Cafe. Inasmuch as this is a relatively small amount of material and the Gilchrist Lumber Company has been very cooperative with us, there will be no charge for the material.

It is needless to remind you that the completion of the paving on the highway before cold weather is of major importance, and that this outside work should only be done at such times as will not interfere with getting the highway covered as soon as possible.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

HGS:AR me

cc Mr. H. G. Smith
Mr. W. E. Chandler

WARREN NORTHWEST INC.
HIGHWAY & ROAD CONTRACTORS
POST OFFICE BOX 5072 • PHONE: TABOR 3388
PORTLAND 13, OREGON

August 4, 1952

RECEIVED
AUG 5 1952
OFFICE OF

Oregon State Highway Commission
1290 Wall Street
Bend, Oregon

Attention: Mr. W. E. Chandler, Division Engineer

Gentlemen:

With reference to your letter of August 1 regarding materials from State pits, I have been advised by our Superintendent, Mr. R. E. Batie, at Gilchrist, Oregon, that Mr. Gilchrist of the Gilchrist Lumber Company contacted him regarding a price on some asphaltic concrete paving to be laid on the street area on one or two blocks in the town of Gilchrist.

Mr. Batie informed Mr. Gilchrist that any price that we would quote him would be contingent on the State's permission to use materials from their pit. I believe that there would be approximately 500 to a thousand tons of materials involved, and we therefore respectfully request that the State Highway Commission grant us permission to use these materials from the gravel pit designated on the Forest Boundary-Gilchrist Unit of The Dalles-California Highway, Contract No. 3609, Prefix 18-1051.

We also request that we be given permission to furnish approximately 100 cubic yards of cinder materials to the Fireside Cafe approximately one half mile south of the town of Gilchrist. This material will be used for approach roads, etc. to the new highway now under construction.

Very truly yours,

WARREN NORTHWEST, INC.

Wininger R. H.

J. R. Wininger
President

JRW:lu

orig. W. G. Smith,
Recommended,
J. Hill

RECEIVED
OFFICE OF
CONSTRUCTION ENGINEER

31

Form ~~PR-1~~ (Revised 1946)

State Oregon
Project No. F-120(3)

Federal Aid

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 10th day of July, 1952, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 24th day of August, 1951, a program, which was approved on the 21st day of November, 1951, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 5th day of December, 1951; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred forty-six thousand and 00/100 dollars ($146,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 1180+00 in the NW 1/4, Section 25, T-23-S, R-9-E, W.M., and survey station 1407+70 in the NW 1/4, Section 9, T-24-S, R-9-E, W.M., without exception

, length 4.331 miles, in Klamath County, being Oregon Federal Aid project No. F-120(3), consisting of 4.331 miles of roadway and no bridges, XXXX of more than 20 feet clear span, XXXXXXXXXXXXX

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11379-2

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred forty-six thousand and 00/100 dollars ($146,000.00), which does not exceed the authorized Federal pro rata share of two hundred thirty-five thousand eight hundred eleven and 67/100 dollars ($235,811.67), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available) Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

RECEIVED JUL 9 32 OREGON

Oregon State Highway Department

Federal Aid Project
No. F-120 (3)

FOREST BOUNDARY-GILCHRIST SECTION
OF THE DALLES-CALIFORNIA HIGHWAY IN KLAMATH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, March 17, 1952

Type Code 6201
Roadway (Sta. 1180+00 to 1407+70)

All Required		Clearing and Grubbing (99%)		
100	cu. yds.	Structural Excavation, Unclassified		$ 17,820.00
100	cu. yds.	Trench Excavation, Unclassified	2.50	250.00
4,300	cu. yds.	Special Borrow Excavation, Unclassified	2.50	250.00
114,000	cu. yds.	General Excavation, Unclassified	0.35	1,505.00
353,000	yd. stas.	Short Overhaul	0.29	33,060.00
6,000	C-yd. stas.	Long Overhaul	0.01	3,530.00
31,000	cu. yds.	Truck Haul on Special Borrow	0.40	2,400.00
4.33	miles	Finishing Roadbed & Slopes	0.12	3,720.00
5,000	lin. ft.	Rounding Cutbanks	500.00	2,165.00
900	lin. ft.	18-inch Concrete Pipe	0.15	750.00
29,000	cu. yds.	Cinders in Subbase	4.00	3,600.00
14,000	cu. yds.	1½" - 0 Crushed Cinders in Base	0.65	18,850.00
7,000	cu. yds.	3/4" - 0 Crushed Material in Base	1.60	22,400.00
3,000	cu. yds.	3/4" - 0 Crushed Material in Shoulders	2.00	14,000.00
1,500	M-gals.	Sprinkling	2.00	6,000.00
4.33	miles	Preparation of Base	2.50	3,750.00
600	cu. yds.	3/4" - 0 Material in Binder Course	225.00	974.25
100	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	3.25	1,950.00
12,000	tons	Class "B" Asphaltic Concrete	48.00	4,800.00
50	tons	RS-1 Emulsified Asphalt in Seal Coat	5.75	69,000.00
300	cu. yds.	Aggregate in Seal Coat	48.00	2,400.00
			4.00	1,200.00
		Subtotal		$214,374.25
		10% Engr. & Cont.		21,437.42
		Total		$235,811.67

Length of Roadway	4.331 miles
Cost per mile, Roadway	$77,536.75

Federal Funds	$146,000.00
State Funds	89,811.67
	$235,811.67

State Funds for Constr: Chap. 175, laws 1917: Chap. 31, laws 1920: Chap. 529, laws 1939.
State Funds for Maint: Chap. 529, laws 1939.

Oregon State Highway Department Federal Aid Project No. F-120 (3)

FOREST BOUNDARY-CRESCENT SECTION
OF THE DALLES-CALIFORNIA HIGHWAY IN KLAMATH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 14, 1951

Type Code 6201
Roadway (Sta. 1180+00 to 1407+70)

All Required		Clearing and Grubbing (99%)		$ 14,850.00
100	cu. yds.	Structural Excavation, Unclassified	$ 3.00	300.00
100	cu. yds.	Trench Excavation, Unclassified	3.00	300.00
4,300	cu. yds.	Special Borrow Excavation, Unclassified	0.50	2,150.00
114,000	cu. yds.	General Excavation, Unclassified	0.30	34,200.00
353,000	yd. stas.	Short Overhaul	0.015	5,295.00
6,000	C-yd. stas.	Long Overhaul	0.50	3,000.00
31,000	cu. yds.	Truck Haul on Special Borrow	0.10	3,100.00
4.33	miles	Finishing Roadbed and Slopes	500.00	2,165.00
5,000	lin. ft.	Rounding Cutbanks	0.20	1,000.00
900	lin. ft.	18" Concrete Pipe	4.00	3,600.00
29,000	cu. yds.	Cinders in Subbase	0.80	23,200.00
14,000	cu. yds.	1½" - 0 Crushed Cinders in Base	1.50	21,000.00
7,000	cu. yds.	3/4" - 0 Crushed Material in Base	2.50	17,500.00
3,000	cu. yds.	3/4" - 0 Crushed Material in Shoulders	1.75	5,250.00
1,500	M-gal.	Sprinkling	3.00	4,500.00
4.33	miles	Preparation of Base	200.00	866.00
600	cu. yds.	3/4" - 0 Material in Binder Course	2.50	1,500.00
100	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	46.00	4,600.00
12,000	tons	Class "B" Asphaltic Concrete	6.00	72,000.00
50	tons	RS-1 Emulsified Asphalt in Seal Coat	48.00	2,400.00
300	cu. yds.	Aggregate in Seal Coat	5.00	1,500.00
			Subtotal	$224,276.00
			10% Engr. & Cont.	22,427.60
			Total	$246,703.60

Length of Roadway 4.331 miles
Cost per mile, Roadway $56,962.27

Federal Funds- $153,000.00
State Funds- 93,703.60

$246,703.60

MEMO TO:

BUREAU OF PUBLIC ROADS, DEPARTMENT OF COMMERCE

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

C. C. Polk
Acting (District Engineer)

FROM: R. H. Baldock
(State Highway Engineer)

October 16, 1951
(Date)

The following major program change of the individual project is requested:

Oregon
(State)

Postwar Federal Aid Primary Highway Program
(Previous program)

(Date of approval)

COUNTY Klamath

Eighth Supplemental

Route No. [illegible]

				PROJECT COST					
	ITEM No.	PROJECT No.	TERMINI	Class of Work	Total Cost	Federal Funds	State Funds	LENGTH MILES	CHARACTER OF PROPOSED WORK
ITEM AS NOW PROGRAMED	123	F-120 (3)	4.6 mi. S. of Deschutes Co. Line to 4 mi. N. of Crescent	Survey-Plans					Gr., Dr., 2-lane high type pavement
				Right-of-Way					
				Construction	250,000	155,000	95,000		
				TOTAL	250,000	155,000	95,000	4.79	
REQUESTED REVISION	123	F-120 (3)	4.2 mi. S. of Deschutes Co. Line to 4 mi. N. of Crescent (I. and F-120 (2))	Survey-Plans					Gr., Dr., 2-lane high type pavement
				Right-of-Way					
				Construction	250,000	155,000	95,000		
				TOTAL	250,000	155,000	95,000	4.33	

Program Balance of ________ funds subsequent to approval of this and previously recommended changes is $________

Program Revision Request

Date October 16, 1951

By
Assist. (State Highway Engineer)

Reason for change: Later and more complete data developed cost of programmed project to be greater than originally anticipated. Accordingly the length of project has been reduced to keep cost within approximate programmed amount.

Recommended for Approval: ________ (District Engineer) ________ (Date)

Recommended: ________ (Division Engineer) ________ (Date)

Approved: ________ (Acting Commissioner) ________ (Date)

U. S. GOVERNMENT PRINTING OFFICE 16—61038-1

RECEIVED
1952
FOR FILING

February 11, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on February 7, 1952 on Contract No. 3609, Forest Boundary-Gilchrist Unit, Lapine-Diamond Lake Junction Section, in connection with Federal Aid Project No. F-120 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

RECEIVED
FOR FILING

January 21, 1952

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3609, which was awarded to you on December 20, 1951 by the State Highway Commission, for grading and paving on the Forest Boundary-Gilchrist Unit of the Lapine-Diamond Lake Junction Section of The Dalles-California Highway in Klamath County.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded 1/21 gl

RECEIVED

December 24, 1951

Warren Northwest Inc.
P.O. Box 5072
Portland 13, Oregon

Gentlemen:

The State Highway Commission on December 20, 1951, awarded you Contract No. 3609 for grading and paving of the Forest Boundary-Gilchrist Unit of the Lapine-Diamond Lake Junction Section of The Dalles-California Highway in Klamath County. This award was based on your low bid of $215,434.25 submitted on that date.

I am enclosing a copy of the proposal form, which contains specifications, and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mha
Encl.
cc: H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

OREGON DISTRICT F-120(3)

December 20, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project F-120(3), Forest Boundary-Gilchrist Section of The Dalles-California Highway, to Warren Northwest, Inc. of Portland, Oregon, low bidder in the amount of $215,434.25 at the December 20, 1951 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
DEC 26 1951
OREGON
STATE HIGHWAY COMMISSION

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Files

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

F-120(3)

[illegible]

F-120(3)

December 5, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project F-120(3), Forest Boundary-Gilchrist Unit of the Lapine-Diamond Lake Junction Section, The Dalles-California Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending receipt of advice that all rights of way or rights of entry have been obtained.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
DEC 5 1951
OREGON
STATE HIGHWAY COMMISSION

24-3638 Salem Paint Shop at 1951
Salem Shops
#361C

OREGON STATE HIGHWAY DEPARTMENT
(date)
Oct. 20, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3610	6-final	H. G. Carl Constr. Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
19463	R-51860	$ 15,940.78	10/~~20~~16/52

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Aug. 31, 1952

Time Extensions: None

Completion Date: Aug. 31, 1952

Date Accepted: Sep. 22, 1952

Penalties: None of record

Claims: None of record

Remarks:

Date: 10-22-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

a. a. Wicklander

10-22-52

RECEIVED
FOR FILING

October 10, 1952

The Phoenix Indemnity Company
360 Pine Street
San Francisco, California

Attention: Mr. J. A. Wynne

Gentlemen:

State Highway Contract No. 3610 for work performed in the construction of a paint shop at the Highway Shops in Salem, Marion County, was completed by the contractor, H. G. Carl Construction Company, on August 31, 1952, and was formally accepted by the Highway Commission on September 22, 1952.

Final payment in the amount of $15,940.78 will be released to the contractor on or after October 20th. The total contract amount is $65,770.56, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisifed, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - Pioneer Trust Company
109 North Commercial Street
Salem, Oregon

Form E-1—10M—4-51

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending February 23, 1952

Section Salem Paint Shop

Kind of work Constr. Bldg.

Highway Salem Shops

Section prefix 24-3638

Contractor H. G. Carl Constr. Co.

Contract number

Date of contract , 19

Date of completion , 19

Date work started , 19

Estimated date of completion , 19

Amount of contract $63,381.45

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $

Per cent of contract completed, based on total contract price %

Engineering cost to date $ 06700 McGee Crew, $ 230.52 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Furnishing elevation data and establishing position of new bldg. for designer.

Friday-Holiday

RECEIVED
FEB 25 1952
OFFICE OF
CONSTRUCTION ENGINEER

Signed J. F. McGee

Address Res. Eng'r.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ... .

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair-Cold		
Tuesday	Snow		
Wednesday	Snow		
Thursday	Sunshine		
Friday			
Saturday			

STATE PRINTING DEPT. 49418

Form E-1—10M—4-51

24-63

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Jan. 19, 1952

Section Salem Paint Shop

Kind of work Const. Bldg.

Highway Salem Shops

Section prefix 24-3638

Contractor H. G. Carl Const. Co.

Contract number 3610

Date of contract ...., 19....

Date of completion ...., 19....

Date work started ...., 19....

Estimated date of completion ...., 19....

Amount of contract . . . . $ 63,381.45

Per cent of time elapsed ....%

Estimated cost of completed project, exclusive of engineering . . . . $........

Per cent of contract completed, based on total contract price . . . .%

Engineering cost to date $. 06700 McGee Crew, $ 202.40 %

Date project was completed ...., 19....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Tuesday - decided to drive piling because of unstable footing. Footing drawing revised and Wednesday staked location of piling. Anderson drove piling Wed. and cut off elevations marked on same Thursday.

H. C. SMITH

NOTED
H. W. LIBBY

RECEIVED
JAN 21
OFFICE OF
CONSTRUCTION ENGINEER

Signed J. F. McGee

Address Res. Engr.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
FOR FILING

[illegible]

January 18, 1952

H. G. Carl Construction Co.
P. O. Box 387
Salem, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3610, which was awarded to you on December 20, 1951 by the State Highway Commission, covering construction of paint shop at Salem Shops in Marion County. This copy is for your records and files.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded 1/18

Form E-1—10M—4-51

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Jan. 12, 1952

Section Salem Paint Shop

Kind of work Construct Building

Highway Salem Shops

Section prefix

Contractor H. G. Carl Const. Co.

Contract number 3610

Date of contract , 19

Date of completion , 19

Date work started , 19

Estimated date of completion , 19

Amount of contract $ 63,381.45

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $

Per cent of contract completed, based on total contract price %

06700

Engineering cost to date $ McGee Crew $ 101.89 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Friday staked out corners of bldg. 48' x 76' for Bridge Engr. Nutting. Also set offset lines hubs with tacks. Halik & McGee informed Nutting of unstable footing due to filling area with junk & scrap.

NOTED H. W. LIBBY

NOTED SMITH

RECEIVED [illegible] OFFICE OF CONSTRUCTION ENGINEER

Signed J. F. McGee

Address Res. Engr.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT. 48418

RECEIVED

December 24, 1951

H. G. Carl Construction Company
P.O. Box 387
Salem, Oregon

Gentlemen:

The State Highway Commission on December 20, 1951, awarded you Contract No. 3610 for the Salem Paint Shop at Salem Shops, Marion County. This award was based on your low bid of $63,381.15 submitted on that date.

I am enclosing a copy of the proposal form, which contains specifications, and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhs
Encl.
cc: H. G. Smith
S. H. Probert
G. S. Paxon
W. M. Franzwa, SIAC

RECEIVED
FOR FILING

FORM E-30X 25M 8-50 42289

34-3638

#3610

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 5, 1950

SUBJECT: Salem Shops
Isolation of Paint Shop

To:

Mr. E. F. Halik
Equipment Superintendent
State Highway Department
SALEM

Mr. W. O. Widdows
Sign Engineer

Dear Sir:

At the October meeting of the Highway Commission, the Engineer was instructed to look into the matter of isolating the paint shop, at Salem, from other buildings, as a matter of safety.

Please study the various places where you do painting, and then consult together to see if we could concentrate all painting in one building—either an existing building, or a new building—isolated from the others.

Please give me a report by December 20.

Very truly yours,

E. A. Collier
Maintenance Engineer

EAC:IH
cc: W. O. Widdows
W. W. Stiffler

RECEIVED
3 1951
FOR FILING

3-d

July 31, 1951

Oregon State Highway Commission

Gentlemen:

When commercial insurance was purchased to cover the Salem shop buildings for fire risks, a penalty was imposed due to the exposure risks based on the present location of our paint shop.

Mr. Paxson has made a tentative design for a reinforced concrete dual paint shop 48' x 64' in the amount of ——————————— $46,200
Plus 12½ per cent for engineering and contingencies —— 5,800

Total estimated cost ——————— $52,000

The 1951 budget for construction of buildings contains an item of $102,400 for a heavy shop building at Salem. In January 1951, $25,000 of this amount was used for the service building at the Salem shop, the contract for which was awarded in July 1951 at a total authorization of $49,340. This left a balance of $53,060 earmarked for the heavy shop building. Since it is not planned to construct that building this year, authority is now requested to allocate $52,000 for the construction of the dual paint building described above, and to complete the plans and advertise the same for bids.

This item will be on the agenda for the next Commission meeting.

Very truly yours,

R. H. Baldock
State Highway Engineer

WWS:er RHB:hi me

cc Mr. W. C. Williams
Mr. W. W. Stiffler
Mr. M. H. Hawke

FORM E-30X 25M 9-49 34893

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

July 23, 1951

#16001

SUBJECT: Insurance savings at new paint shop at Salem

To: MR.W.W.STIFFLER
Assistant State Highway Engineer
OFFICE

Dear Mr. Stiffler:

Answering your request as to the projected savings of insurance premiums if a new paint shop is constructed along the lines previously outlined by the Rating Bureau and is seventy feet or more from the nearest building, there would be an annual savings of approximately $892.50 on the State's premium. This is arrived at by an annual savings of approximately $690.00 by the location of the building as it relates to other buildings and a savings of approximately 45¢ per hundred on the insurance carried on the new paint shop building only if it is seventy feet or more from other buildings,- using the projected cost of the building of $45,000.00 to make a savings of $202.50.

I am attaching herewith a letter from I.A.DeFrance dated June 15th, together with a map which you handed me this morning.

If I may be of further service to you, please advise me.

Yours very truly,

J.M.DEVERS

By CWParker
C.W.PARKER
Property Manager

CWP/CK

FORM E-30 25M 11-50 44701

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 15, 1951

SUBJECT: Paint Shop at Salem

To:

Mr. W. W. Stiffler
Assistant State Highway Engineer

Dear Sir:

Under date of January 12, 1951, I transmitted certain information concerning a paint shop to be constructed at the Salem Shops, and before reporting on this to the Highway Commission you requested that we obtain from Mr. Paxson a more accurate estimate than that arrived at by Mr. Halik.

I attach hereto a copy of Mr. Paxson's letter of June 8th in which he estimates the cost of the proposed building at $41,200.00 without a heating plant or $46,200.00 with. To each of these figures we should, no doubt, add 12½% for engineering and contingencies. If there is any additional information we can furnish, please let us know.

The map presented with our January 12th letter shows the proposed location of the proposed paint shop and would provide the information needed by the insurance underwriters in their determination of possible insurance premium reductions available if the building is constructed.

[illegible]
[illegible]

Very truly yours,

I A DeFrance

I. A. DeFrance
Assistant Maintenance Engineer

IAD/lg

[illegible]

FORM E-20X 25M 3-51 47190

COPY

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 8, 1951

COPY

SUBJECT: Paint Shop at Salem

To: Mr. I. A. DeFrance
Assistant Maintenance Engineer
Office

Dear Sir:

Under date of March 6 you asked us for an estimate of cost of building a shop for equipment painting and sign painting, in accordance with the tentative requirements set forth in Mr. Halik's letter of December 12, 1950 addressed to Mr. Collier. Our estimate of cost on the building is as follows:

Paint Shop at Salem Shops

48' x 64' Concrete Building	$27,000
Paint Spray Booth	7,000
Lighting	1,200
Ventilation	1,000
Heating	5,000
Total	$41,200

The above estimate does not include a separate heating plant, as we understand it is proposed that a heavy equipment building be built near by which would have a heating plant of sufficient size to handle the paint shop. If a separate heating plant is to be provided, an item of $5,000 should be added, making our total estimate $46,200.

Very truly yours,

/s/ G. S. Paxson

G. S. Paxson
Bridge Engineer

COPY

GSP:gm

FORM E-20X 25M 3-51 47199

COPY

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 12, 1951

COPY

SUBJECT: Shop Buildings

To: Mr. W. W. Stiffler
Assistant State Highway Engineer

Dear Sir:

Herewith map of the Salem Shop area showing in color the proposed location of the new service station building, the new open front sign storage building, and the new equipment repair building included in the 1951 Building Betterment Budget.

You have received preliminary plans of the service station building which it was estimated would cost $25,000. This matter, we understand was presented to the Highway Commission at their last meeting and construction authorized on the basis of this estimate. You have also received plans of the proposed sign storage building estimated to cost $11,500; however, we do not believe this project has been submitted to the Highway Commission for approval. Both of the above proposals were submitted to the insurance underwriters through Mr. Parker and they have been relocated on the map to locations which afford us the most advantageous insurance rates.

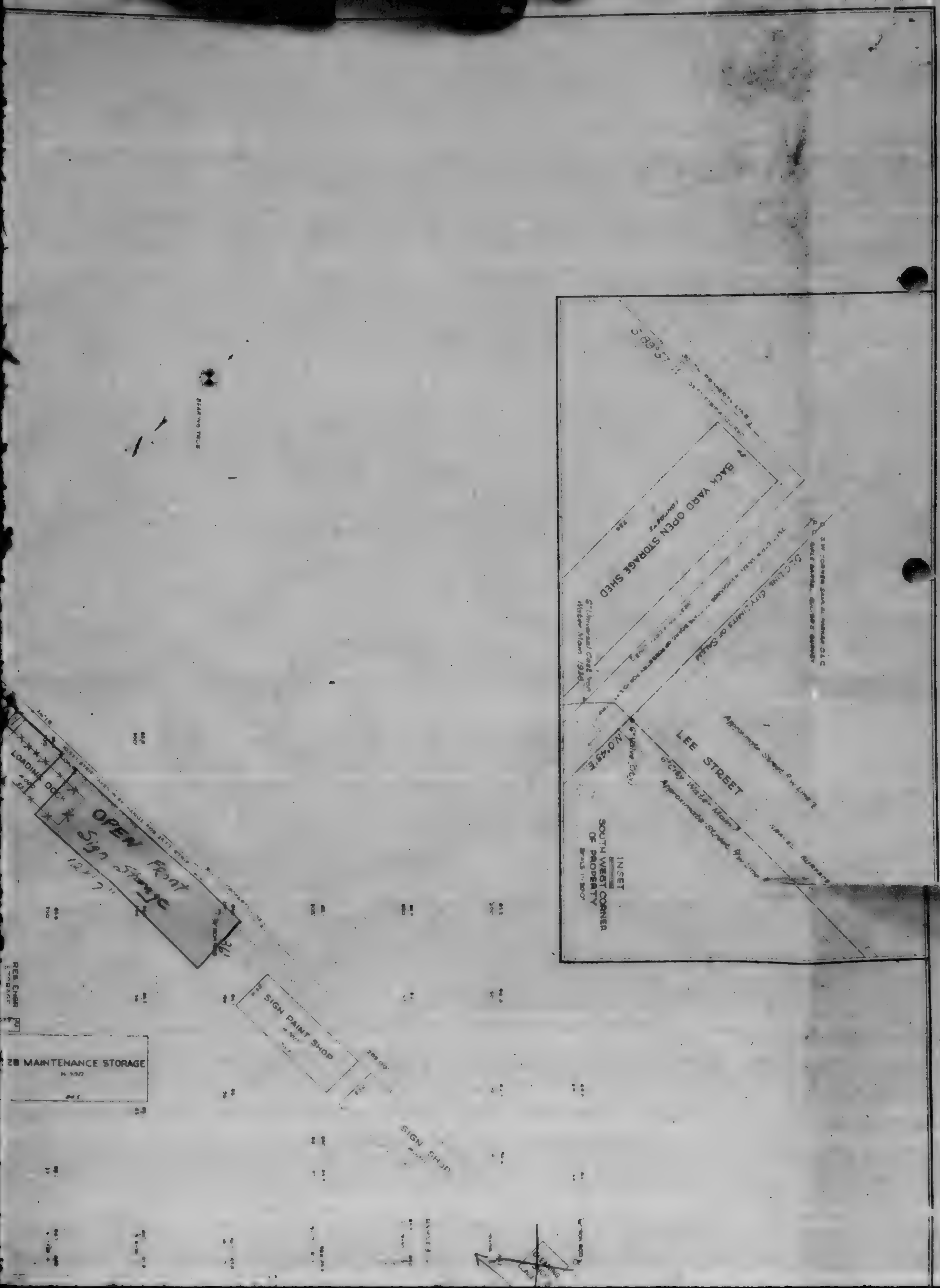
At the October meeting of the Highway Commission, we were instructed to look into the possibility of isolating the paint shop to reduce fire hazard and, incidentally, reduce the cost of our fire insurance. As a result of some study and consultation, a new building is proposed, to be 48'x64', of fireproof construction, to be located 30 feet south of our present No. 6 open storage building, to provide painting facilities for both the Sign Department and the Equipment Department. The estimated cost of this building, including fireproof construction, special heating, and a special system of lights, is estimated at $40,000. There is no doubt that there would be a great reduction in fire hazard and a material decrease in insurance costs if this building were constructed. Possibly Mr. Parker could contact the insurance underwriters and determine definitely how much reduction there would be in our insurance rates. We attach hereto a copy of Mr. Halik's recommendation in this matter, together with a tentative floor plan for the proposed building.

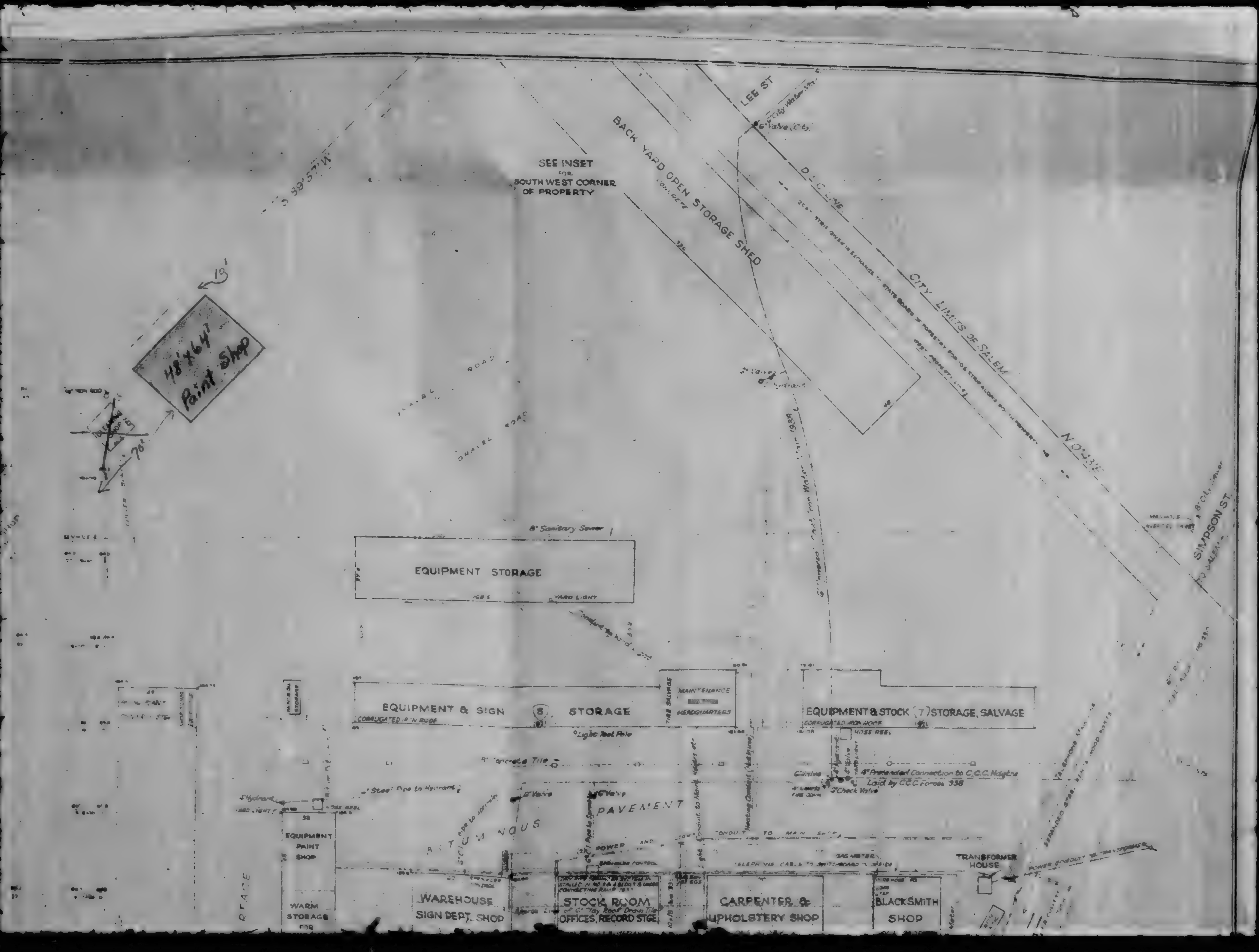
Shown in yellow on the large map is the proposed location of the Equipment Repair Shop budgeted for construction in 1951. We do not have plans or a detailed estimate of cost for this building as yet.

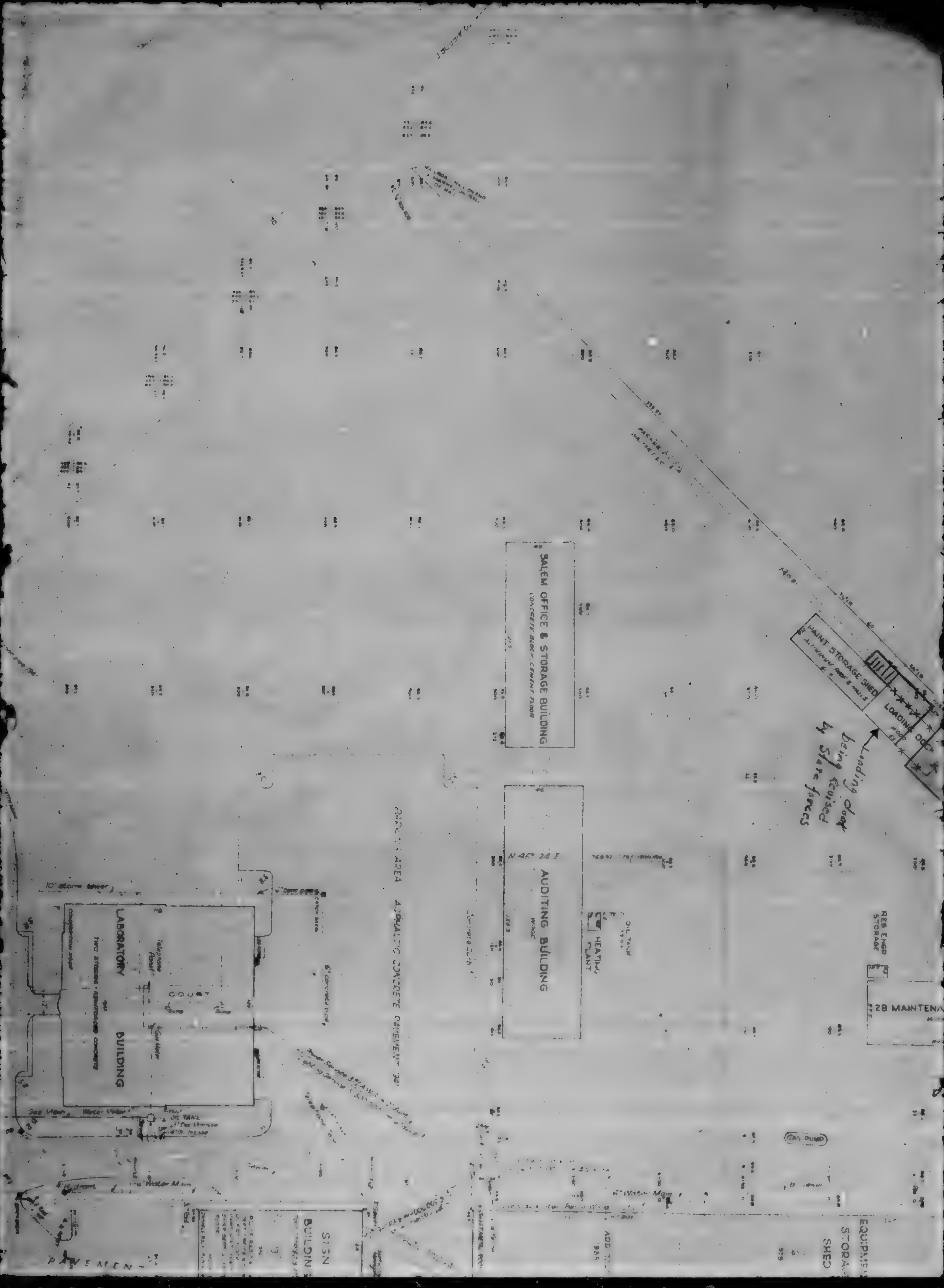
Very truly yours,

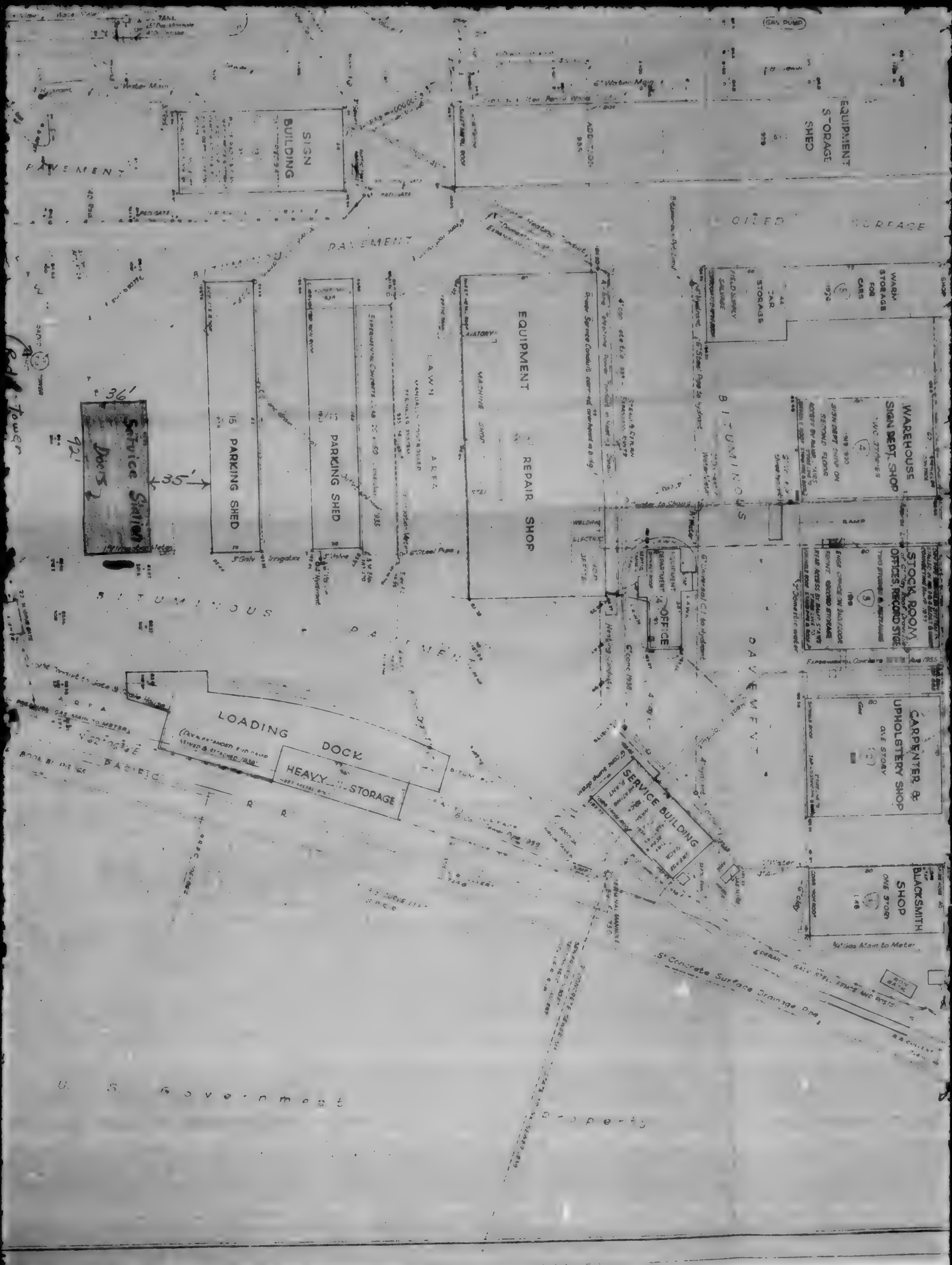
I. A. DeFrance
Assistant Maintenance Engineer

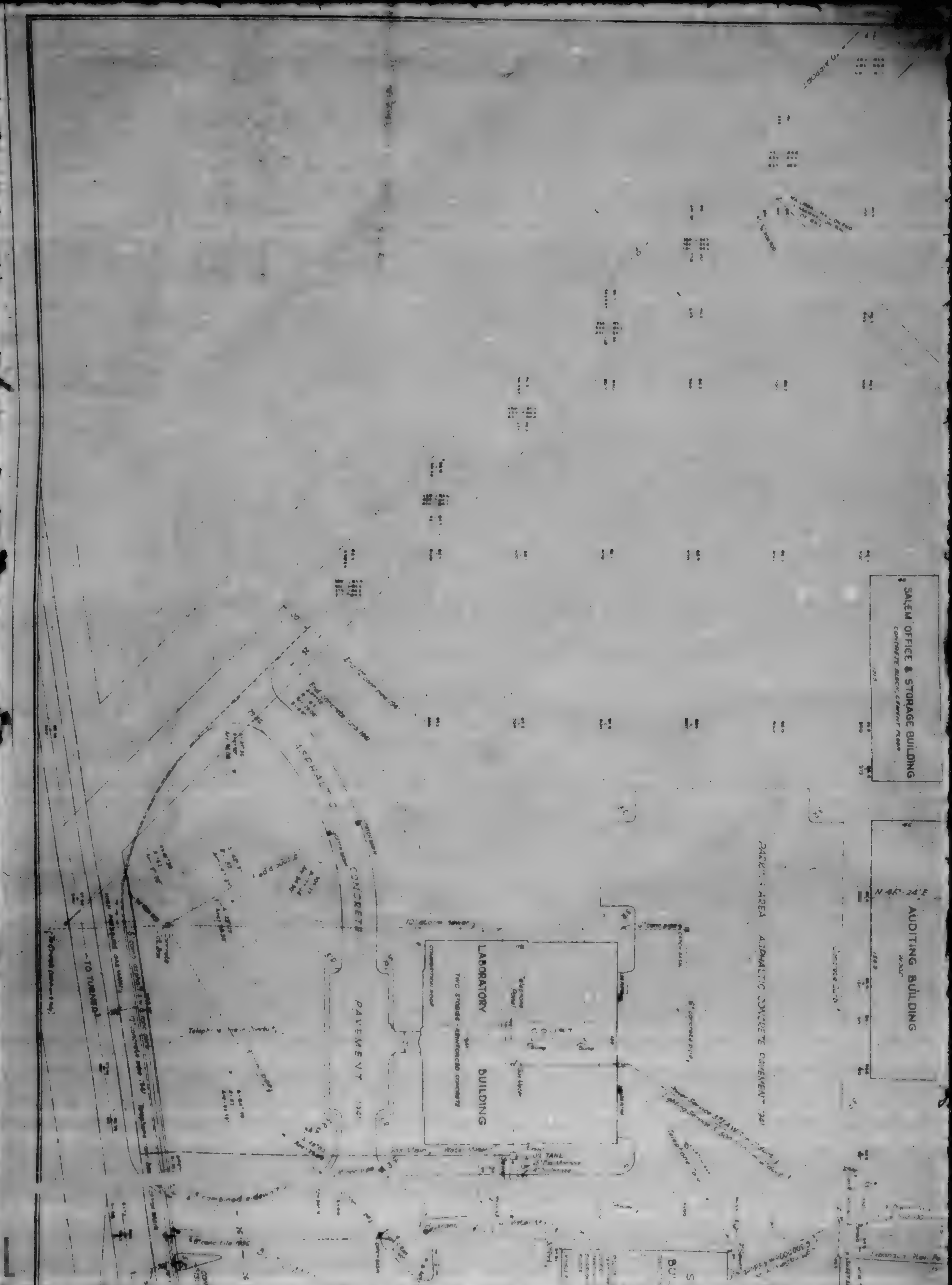
IAD/bm
Encls.

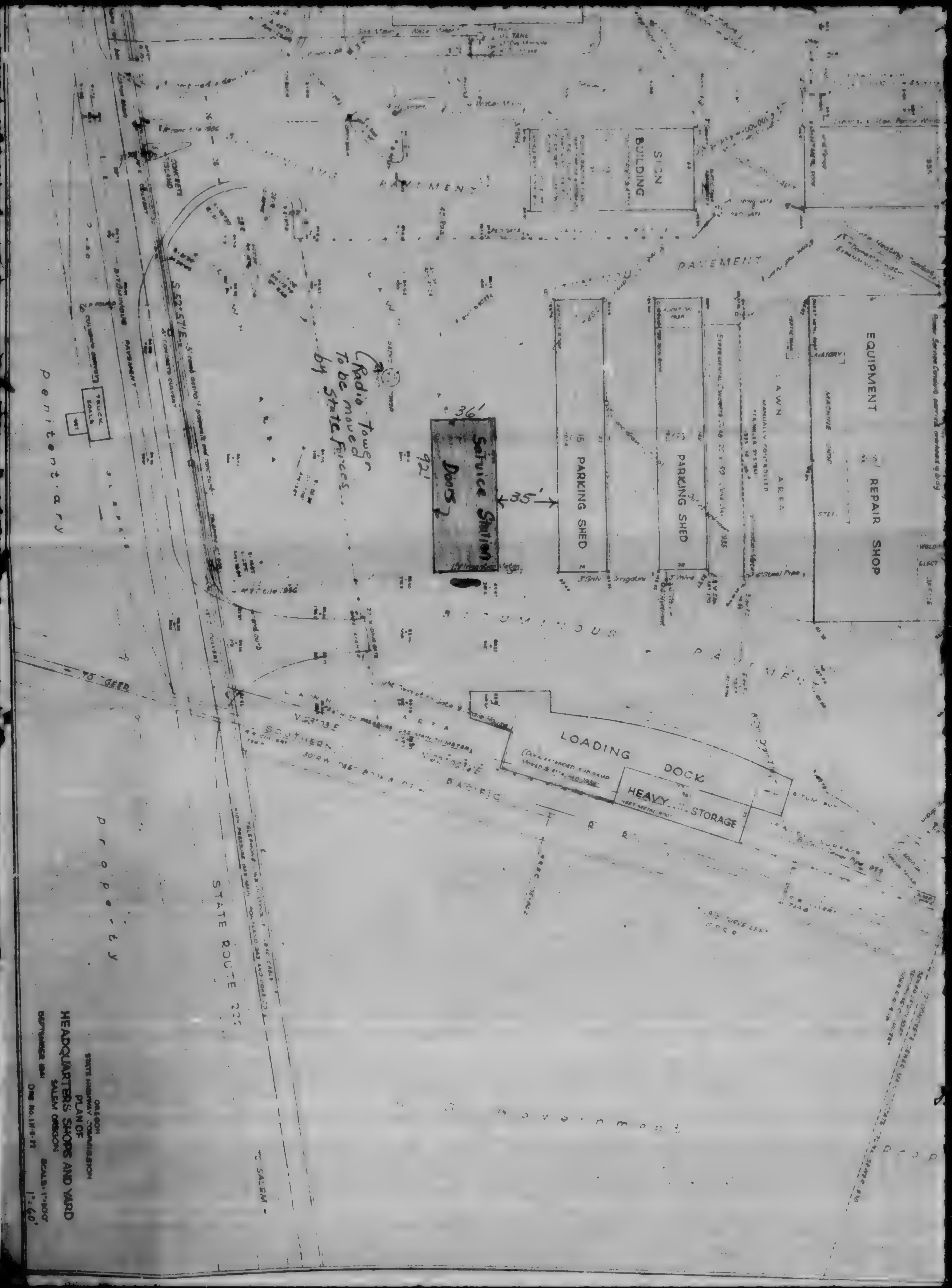
BACK YARD OPEN STORAGE SHED
6" Universal Cast Iron Water Main 1938
O.C. LINE CITY LIMITS OF SALEM
S.W. CORNER
LEE STREET
6" City Water Main
Approximate Street R/W Line
N.0°43'E
INSET
SOUTH WEST CORNER OF PROPERTY
OPEN Front Sign Storage
LOADING DOCK
SIGN PAINT SHOP
SIGN SHOP
28 MAINTENANCE STORAGE
RES. ENGR. STORAGE


48'x64' Paint Shop
19'
70'
SEE INSET FOR SOUTH WEST CORNER OF PROPERTY
BACK YARD OPEN STORAGE SHED
CONCRETE
LEE ST
6" Valve (City)
D.C.C. LINE
CITY LIMITS OF SALEM
GRAVEL ROAD
6" Hydrant
6" Universal Cast Iron Water Main 1938
8" Sanitary Sewer
EQUIPMENT STORAGE
YARD LIGHT
SIMPSON ST.
TO SALEM
EQUIPMENT & SIGN 8 STORAGE
CORRUGATED IRON ROOF
TIRE SALVAGE
MAINTENANCE HEADQUARTERS
EQUIPMENT & STOCK 7 STORAGE, SALVAGE
HOSE REEL
Light Post Pole
Concrete Tile
Steel Pipe to Hydrant
6" Valve
PAVEMENT
BITUMINOUS
Heating Conduit (Not in use)
Conduit to Main Heaters etc
4" Pretended Connection to C.C.C. Hdqtrs Laid by C.C.C. Forces 1938
6" Check Valve
CONDUIT TO MAIN SHOP
POWER
GAS METER
TELEPHONE CABLE TO SWITCHBOARD IN OFFICE
TRANSFORMER HOUSE
POWER CONDUIT TO TRANSFORMER
EXPANDED STEEL BINS WOOD POSTS
PAINT & OIL STORAGE
EQUIPMENT PAINT SHOP
WARM STORAGE
WAREHOUSE SIGN DEPT. SHOP
STOCK ROOM OFFICES, RECORD STGE.
CARPENTER & UPHOLSTERY SHOP
BLACKSMITH SHOP
Meter


SALEM OFFICE & STORAGE BUILDING
CONCRETE BLOCK, CEMENT FLOOR
PAINT STORAGE SHED
ALUMINUM ROOF & WALLS
LOADING DOCK
Loading dock being revised by State forces
AUDITING BUILDING
N 45° 24' E
HEATING PLANT
OIL TANK
PARKING AREA ASPHALTIC CONCRETE PAVEMENT
LABORATORY BUILDING
TWO STORIES - REINFORCED CONCRETE
Telephone Panel
COURT
Sump
Gas Meter
10" storm sewer
6" concrete pipe
Gas Main
Water Meter
OIL TANK
Hydrant
6" Water Main
PAVEMENT
SIGN BUILDING
STORAGE SHED
EQUIPMENT
28 MAINTENA
RES ENGR STORAGE
GAS PUMP
ADD


GAS PUMP
Hydrant
Water Main
5" Water Main
PAVEMENT
SIGN BUILDING
EQUIPMENT STORAGE SHED
ADDITION
OILED SURFACE
BITUMINOUS PAVEMENT
FIELD SUPPLY SALVAGE
CAR STORAGE
WARM STORAGE FOR CARS
SHOP
Radio Tower
36'
92'
35'
Service Station
Docks
PARKING SHED
PARKING SHED
LAWN AREA
EQUIPMENT REPAIR SHOP
MACHINE SHOP
WELDING
ELECTRIC
EQUIPMENT DEPARTMENT
OFFICE
6" Steel Pipe to Hydrant
BITUMINOUS
WAREHOUSE SIGN DEPT. SHOP
TWO STORIES
RAMP
STOCK ROOM OFFICES, RECORD STG.
TWO STORIES & MEZZANINE
Experimental Concrete
CARPENTER & UPHOLSTERY SHOP
ONE STORY
PAVEMENT
LOADING DOCK
HEAVY STORAGE
PACIFIC R.R.
SERVICE BUILDING
BLACKSMITH SHOP
ONE STORY
Gas Main to Meter
5" Concrete Surface Drainage Pipe
GALV. STEEL FENCE AND POSTS
U. S. Government Property


SALEM OFFICE & STORAGE BUILDING
CONCRETE BLOCK, CEMENT FLOOR
AUDITING BUILDING
N 46° 24' E
LABORATORY BUILDING
TWO STORIES - REINFORCED CONCRETE
COURT
Telephone Panel
ASPHALTIC CONCRETE PAVEMENT 1941
PARKING AREA ASPHALTIC CONCRETE PAVEMENT 1941
10" storm sewer
Telephone main conduit
6" combined sidewalk
6" conc tile 1896
TO TURNER
OIL TANK
Water Main
Catch Basin
BU
S



OREGON
STATE HIGHWAY COMMISSION
PLAN OF
HEADQUARTERS SHOPS AND YARD
SALEM OREGON
SEPTEMBER 1941 SCALE 1" = 100'
DWG No. 1M-9-72
1" = 60'

F-191(12) Tunnel Point Sec., Wilson 1951
River Hwy.
#3611

RECEIVED
DEC [illegible] 1952
FOR FILING
F-191(12)

OREGON STATE HIGHWAY DEPARTMENT
(date)
Dec. 15, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3611	8-9-final	Carl M. Halvorson, Inc.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
22943	R-55583	$ 6,948.74	12/15/52

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1952

Time Extensions: None

Completion Date: Aug. 7, 1952

Date Accepted: Aug. 18, 1952

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-16-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

NOTED ON CARD
12-11-52

Warrant Mailed:

RECEIVED
FOR FILING

December 3, 1952

Travelers Indemnity Co.
Hartford 15
Connecticut

Gentlemen:

State Highway Contract No. 3611 for work performed on the Tunnel Point Section of the Wilson River Highway in Tillamook County was completed by the contractor, Carl M. Halvorson, Inc., on August 7 and was accepted by the Highway Commission on August 18, 1952.

Final payment in the amount of $6,948.74 will be released to the contractor on or after December 13, 1952. The total contract amount is $230,888.13, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: C. A. Tomassone & Sons
614 Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD

12-3-52

November 3, 1952

Contract #3611
Tunnel Point Section

FINAL COST ANALYSIS

Prefix 29-1050
Wilson River Highway

Grading and Paving
Contractor - Carl Halverson
Resident Engr. - Lowell Johnston

Final

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
*Clearing & Grubbing	All		$	$	$ 1,062.49	$ 4,000.00
*Structural Exc.	96.91	Cu. Yds.	5.00	4.597	445.56	484.55
*General Exc.	267,524.2	" "	.75	0.709	189,614.86	200,643.15
*Truck Haul	21,124	Yd. Mi.	.20	.14	2,960.63	4,224.80
*Fin. R/B & Slopes	.29	Mile	1,000.00	828.38	240.23	290.00
*18" Corr. Metal P.	144	Lin.Ft.	4.50	4.22	607.57	648.00
*10" " " Drain P.	40	" "	4.00	3.53	141.20	160.00
*18" Concrete Pipe	141	" "	4.00	3.39	478.05	564.00
*Metal Guard Rail & Posts	862	" "	3.50	2.75	2,373.47	3,017.00
**3/4-0 Mat'l. in Base & Shoulders	889	Cu. Yds.	4.00	4.00	3,556.00	3,556.00
**Sprinkling	43.75	M/Gal.	5.00	4.00	218.75	218.75
**Prep. of Base	.34	Mile	600.00	500.00	170.00	204.00
**3/4-0 Mat'l. in Binder Course	105	Cu. Yds.	5.00	5.00	525.00	525.00
**Furn. & Place RS-2 Emuls. in Binder Crse. & Seal Coat	10.61	Ton	80.00	50.00	530.50	848.80
**Class "B" Asph. Conc.	831.93	Ton	10.00	9.00	7,487.37	8,319.30
*P.A. #1, Selected Topping Mat'l.	1,581	Cu. Yds.	2.00	1.78	2,809.15	3,162.00
					$213,220.83	$230,685.35

Gross Revenue	$230,685.35
Total Cost	213,220.83
Net Profit	$ 17,464.52

Net Profit Equals 7.6% of Gross Revenue

Tunnel Point Section
Contract #3611

Detail of Cost

Labor:

Supervision	$ 2,100.00	
Labor	65,458.26	
Labor Insurance	6,559.42	
		74,117.68

Materials:

18" Corr. Metal P.	144'	at $2.78	400.32	
18" " " Bands	8 ea.	" 4.20	33.60	
10" " Drain Pipe & Bands	40'	" 1.75	70.00	
Metal Guard Rail & Posts	862'	" 1.40	1,206.80	
18" Concrete Pipe	141'	" 1.80	253.80	
				1,964.52

Equipment Rentals & Misc. Supplies:

Equipment Rentals (Owned)		80,336.16	
Equipment Rentals (Hired, fully operated)		2,960.63	
Gas, Oil & Grease		7,480.00	
Bond		2,295.94	
P.L. & P.D. Insurance		844.48	
P.U.C. Fees		37.50	
Explosives	124,000# at $.159	19,730.00	
Small Tools & Misc. Supplies		2,000.00	
Move In, Freight & Cartage		2,450.00	
General Overhead		6,516.30	
Paid Warren Northwest Constr. Co. - Subcontractor for 3/4-0 Material in Shldrs., Prep. of Base, 3/4-0 Material in Binder, Class "B" asphaltic concrete, RS-2 Emulsified Asphalt & Sprinkling		12,487.62	
			137,138.00

Total Cost $213,220.83

Tunnel Point
Contract #3611

Remarks:

This was a "Federal Aid Project", for the grading and paving of 0.29 miles of highway on the Tunnel Point Section of the Wilson River Highway, in Tillamook County, Project No. 29-1050, F-191 (12), Contract No. 3611.

The project was bid and awarded December 20, 1951, work was started January 31, 1952, and the project was completed July 26, 1952.

The following equipment was used on the job: 2½ cubic yard Lima shovel, 2 - D-8 cats with dozers, TD-24 with dozer, D-7 with dozer, 3 tournarockers, welding machine, 500 Gardner-Denver, 315 Gardner-Denver, 210 Gardner-Denver compressors, and a No. 12 cat grader.

Grading started February 18, 1952, and was continued thru to July 19, 1952. Most of the material was solid rock necessitating drilling and blasting. 124,000 pounds of explosive were used to blast approximately 267,524.2 cubic yards of rock or about 0.463 pounds per cubic yard.

Most of the rock broke fine. It was all in free haul with the exception of 10,000 cubic yards hauled by hired trucks to Station 1525 to 1529. A considerable amount of rock was dozed across road without handling by the shovel and tournarockers.

Traffic was delayed until rock was cleared from roadway after each blast, never longer than 15 minutes, the average being 5 minutes.

1,581 cubic yards of select topping was secured from wasted embankment on Price Agreement #1.

Warren Northwest was the sub-contractor on Class "B" Asphaltic Concrete.

A fair profit was realized due to good supervision and properly selected equipment in good condition.

E. H. Clymer
Cost Analyst

By . . . Harry R. Sturgis

Form E-1

F-171(12)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 25, 1952

Section Tunnel Point

Kind of work Grading & Paving

Highway Wilson River

Section prefix 29 - 1050

Contractor Carl M. Halvorson

Contract number 3611

Date of contract Dec. 20, 1951

Date of completion September 30, 1952

Date work started Jan. 31, 1952

Estimated date of completion August 7, 1952

Amount of contract $229,594.00

Per cent of time elapsed 81 %

Estimated cost of completed project, exclusive of engineering $227,698.35

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $13,000.00, 74 %

Date project was completed [illegible], 19[illegible]

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Office completed the Semi-final Estimate and turned it in to the Division Office on Monday, October 20, 1952.

NOTED
H. G. SMITH

RECEIVED
CONSTRUCTION [illegible]

NOTED
S. A. [illegible]

Signed Lowell A. Johnston

Address Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.34	0.34			0.34
Miles partially completed					
Miles completed	0.34	0.34			0.34
Total estimated quantities	267,524.2	2,575			831.93
Estimated quantities moved or placed to date	267,524.2	2,575			831.93
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Showers		
Tuesday	Fair		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

STATE PRINTING

RECEIVED
AUG 19 1952
FOR FILING

August 15, 1952

Travelers Indemnity Company
Hartford 15
Connecticut

Gentlemen:

It is the intention of the State Highway Commission to release to Carl M. Halvorson, Inc., a portion of the funds heretofore retained by the Commission on Contract No. 3611 covering grading and paving work on the Tunnell Point Section of the Wilson River Highway in Tillamook County.

This payment, in the amount of $29,939.67, reduces the retained percentage to three percent of the total amount earned by the contractor, or the sum of $6,655.73. The present payment will be released to the contractor on or after August 25th.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - C. A. Tomassene & Sons
614 Wilcox Building
Portland 4, Oregon

[illegible] ON CARD
8/15/52

RECEIVED
FOR FILING

August 12, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 7, 1952, on Contract No. 3611, Tunnel Point Section, in connection with Federal Aid Project No. F-191 (12).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:mlr

cc: John Cattrall

Form E-1—10M—4-51

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 9, 1952

Section Tunnel Point

Kind of work Grading & Paving

Highway Wilson River

Section prefix 29 - 1050

Contractor Carl M. Halvorson

Contract number 3611

Date of contract Dec. 20, 1951

Date of completion August 7, 1952

Date work started Jan. 31, 1952

Estimated date of completion August 7, 1952

Amount of contract . . . . $ 229,594.00

Per cent of time elapsed 81 %

Estimated cost of completed project, exclusive of engineering . . . . $XXXX 229,594.00

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $ 11,700.00, 64 %

Date project was completed August 7, 1952

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor has completed the project.

NOTED
H. G. SMITH

RECEIVED
AUG 12 1952
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
B. A. MARTIN

Signed Lowell A. Johnston by L Nelson
Lowell A. Johnston

Address Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.34	0.34			0.34
Miles partially completed					
Miles completed	0.34	0.34			0.34
Total estimated quantities	256,000	2,434			832
Estimated quantities moved or placed to date	256,000	2,349			831.93
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men						1	1
Men and teams							
Men and trucks under 3 tons	1						
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

2/11

~~Form PR 2~~ (Revised 1946)

State Oregon

Federal Aid

Project No. F-191(12)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 10th day of July, 19 52, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 8th day of March, 19 51, a program, which was approved on the 10th day of April, 19 51, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 5th day of December, 19 51; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred fifty-six thousand and 00/100 dollars ($ 156,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-3

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 1638+00 in the NE 1/4, Section 34, T. 2 N., R. 6 W., W.M., and survey station 1655+50 in the NW 1/4, Section 35, T. 2 N., R. 6 W., W.M., without exception,

, length 0.341 miles, in Tillamook County, being Oregon Federal Aid project No. F-191(12), consisting of 0.341 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span,

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred fifty-six thousand and 00/100 dollars ($156,000.00), which does not exceed the authorized Federal pro rata share of two hundred fifty-two thousand, five hundred fifty-three and 40/100 dollars ($252,553.40), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. **112**

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

Attest

SECRETARY

By
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,

By
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-2

RECEIVED
JUL 10 1952
DIVISION 8

RECEIVED
JUL 9 1952
OREGON

Oregon State Highway Department

Federal Aid Project
No. F-191 (12)

TUNNEL POINT SECTION OF THE WILSON RIVER HIGHWAY
IN TILLAMOOK COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, March 17, 1952

Type Code 6201
Roadway (Sta. 1638+00 to 1655+50)

All Required		Clearing and Grubbing		$ 4,000.00
220	cu. yds.	Structural Excavation, Unclassified	$ 5.00	1,100.00
256,000	cu. yds.	General Excavation, Unclassified	0.75	192,000.00
22,000	yd. mi.	Truck Haul	0.20	4,400.00
0.29	mile	Finishing Roadbed and Slopes	1,000.00	290.00
100	lin. ft.	18-inch Corrugated Metal Pipe	4.50	450.00
40	lin. ft.	10-inch Metal Drain Pipe, Coated	4.00	160.00
300	lin. ft.	12-inch Concrete Pipe	3.00	900.00
170	lin. ft.	18-inch Concrete Pipe	4.00	680.00
2	only	Concrete Catch Basins	150.00	300.00
1,500	lin. ft.	Metal Guard Rail	3.50	5,250.00
1,900	cu. yds.	3" - 0 Material in Base	4.00	7,600.00
700	cu. yds.	3/4" - 0 Material in Base and Shoulders	4.00	2,800.00
60	M-gals.	Sprinkling	5.00	300.00
0.34	mile	Preparation of Base	600.00	204.00
40	cu. yds.	3/4" - 0 Material in Binder Course	5.00	200.00
10	tons	Furnishing and Placing RS-2 Emulsified Asphalt in Binder Course and Seal Coat	80.00	800.00
800	tons	Class "B" Asphaltic Concrete	10.00	8,000.00
20	cu. yds.	Aggregate in Seal Coat	8.00	160.00
			Subtotal	$229,594.00
			10% Engr. & Cont.	22,959.40
			Total	$252,553.40

Length of Roadway 0.341 mile
Cost per mile $740,625.80

Federal Funds- -$156,000.00
State Funds - 96,553.40

$252,553.40

State Funds for Constr: Chap. 175, laws 1917: Chap. 31, laws 1920:
Chap. 529, laws 1939.
State Funds for Maint: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Project
No. F-191 (12)

TUNNEL POINT SECTION OF THE WILSON RIVER
HIGHWAY IN TILLAMOOK COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 19, 1951

Type Code 6201
Roadway (Sta. 1638+00 to 1655+50)

All Required		Clearing and Grubbing		$ 15,000.00
220	cu. yds.	Trench Excavation, Unclassified	$ 7.00	1,540.00
256,000	cu. yds.	General Excavation, Unclassified	1.00	256,000.00
22,000	yd. miles	Truck Haul	.20	4,400.00
0.29	mile	Finishing Roadbed and Slopes	1,000.00	290.00
100	lin. ft.	18" Corrugated Metal Pipe	4.50	450.00
40	lin. ft.	10" Metal Drain Pipe Coated	3.00	120.00
300	lin. ft.	12" Concrete Pipe	2.50	750.00
170	lin. ft.	18" Concrete Pipe	3.75	637.50
2	only	Concrete Catch Basins	75.00	150.00
1,500	lin. ft.	Metal Guard Rail	3.50	5,250.00
1,900	cu. yds.	3" - 0 Material in Base	1.50	2,850.00
700	cu. yds.	3/4" - 0 Material in Base and Shoulders	4.25	2,975.00
60	M-Gals.	Sprinkling	3.00	180.00
0.34	mile	Preparation of Base	300.00	102.00
40	cu. yds.	3/4" - 0 Material in Binder Course	5.50	220.00
10	tons	Furnishing and Placing RS-2 Emulsified Asphalt in Binder Course and Seal Coat	60.00	600.00
800	tons	Class "B" Asphaltic Concrete	10.00	8,000.00
20	cu. yds.	Aggregate in Seal Coat	6.00	120.00
			Subtotal	$299,634.50
			10% Engr. & Cont.	29,963.45
			Total	$329,597.95

Length of Roadway- - - - - - - - - -0.341 mile
Cost per Mile- - - - - - - - - - - - -$966,562.93

Federal Funds- -	$204,000.00
State Funds- -	125,597.95
	$329,597.95

MEMO TO:

BUREAU OF PUBLIC ROADS, DEPARTMENT OF COMMERCE

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

Acting E. E. Polk
(District Engineer)

FROM: R. H. Baldock
(State Highway Engineer)

October 17, 1951
(Date)

The following major program change of the individual project is requested:

Oregon
(State)

Postwar Federal Aid Primary Highway Program
(Previous program)

(Date of approval)

COUNTY Tillamook

Seventh Supplemental

Route No.

	ITEM No.	PROJECT No.	TERMINI	PROJECT COST				LENGTH MILES	CHARACTER OF PROPOSED WORK
				Class of Work	Total Cost	Federal Funds	State Funds		
ITEM AS NOW PROGRAMED	117	F-191 (12)	1.2 miles W. of Washington County Line—West 0.4 mile	Survey-Plans					Gr., Pr., 2-lane high-type pavement
				Right-of-Way					
				Construction	180,000	111,000	69,000		
				TOTAL	180,000	111,000	69,000	0.40	
REQUESTED REVISION	117	F-191 (12)	1.2 miles W. of Washington County Line—West 0.3 mile	Survey-Plans					Gr., Pr., 2-lane high-type pavement
				Right-of-Way					
				Construction	330,000	204,000	126,000		
				TOTAL	330,000	204,000	126,000	0.34	

Program Balance of ______ funds subsequent to approval of this and previously recommended changes is $______

Program Revision Request

Date October 17, 1951

By Assistant
(State Highway Engineer)

Recommended for Approval: ______ (District Engineer) ______ (Date)

Reason for change: Later and more completed data developed by completion of survey and plans has developed the original programmed cost to be considerably too low.

Recommended: ______ (Division Engineer) ______ (Date)

Approved: ______ (Acting Commissioner) ______ (Date)

U. S. GOVERNMENT PRINTING OFFICE 16—61038-1

RECEIVED
MAR 19 1952
FOR FILING

March 18, 1952

Lawson & Peck, Inc.
700 Third Avenue
Seattle 4, Washington

Attention: M. J. Entrop

Gentlemen:

We have your letter of March 15 concerning the handling of contracts No. 3611 and No. 3632 awarded to Carl M. Halvorson, Inc. The Surety's copy for Contract No. 3611 was forwarded to the Travelers Indemnity Company at their home office, Hartford 15, Connecticut.

We have been advised by our Legal Department that the surety's copy of a contract should be forwarded to the home office unless we have a letter from the home office advising us as to whom the copy should be sent. As we have no such letter from the Travelers Indemnity Company, we have, therefore, sent the surety's copy to the home office. Upon receipt of a letter from the home office instructing us concerning disposal of the contract we will be pleased to abide by their request.

The Surety's copy on Contract No. 3632 is being mailed out today to the Hartford address.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:sm

cc - C. A. Tomassene & Sons
614 Wilcox Building
Portland 4, Oregon

Travelers Indemnity Co.
Hartford 15, Connecticut

EDWIN K DAWSON
EDWARD O FEEK
ELLIS P SCHMIDT
JOHN D ROGERS
ALLEN G LARSON
L.J STEWART

Dawson & Feek Inc.

Insurance-Surety Bonds
700 THIRD AVENUE
SEATTLE 4, WASHINGTON
TELEPHONE SEneca 2920
TELETYPE SEATTLE 66

March 15, 1952

State of Oregon
Department of Highways
Salem, Oregon

Gentlemen:

Re: Contract Nos. 3611 and 3632
Carl M. Halvorson, Inc.

We recently executed bonds covering the two captioned contracts with your department for Carl M. Halvorson, Inc. It is our understanding that you send a copy of the contract and bond to the bonding company in each case. We have not received either of these and ask that you send the copies to The Travelers Indemnity Company
315 Montgomery Street
San Francisco, California.

Please send us a copy of your transmittal letter if you send such a letter. Thank you very much for your courtesy in this matter.

Yours very truly,

DAWSON & FEEK, Inc.

M. J. Entrop

M. J. Entrop

me

REFERRED TO
Geiser
BY SECRETARY
prepare reply

"THE NORTHWEST'S LARGEST BONDING AGENCY"

RECEIVED
FOR FILING

February 15, 1952

Mr. Ira Cox
Box 283
Wheeler, Oregon

Dear Mr. Cox:

We have your letter of February 14 in which you inquire as to who the contractors are working between Garibaldi and Bay City and on the Wilson River Highway near Lee's Camp.

Heavy Hauling Company, Post Office Box 327, Astoria, Oregon, has the contract for the Bay City-Tillamook Section, } contract # 3607

and Carl M. Halvorson, Inc., has a contract for grading and paving on the Tunnel Point Section of the Wilson River Highway. Mr. Halvorson's address is 218 Builders Exchange Building, Portland. } contract #3611

We believe that these are the projects referred to in your letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

Wheeler Oreg 2-14

State Highway Department
Salem Oreg.

REFERRED TO
[illegible]
BY SECRETARY

Dear Sirs:-

I woul like to find out who has the contract to build the stretch of road on Highway 101 between Garibaldi and Bay City and how I could contact them.

I'm interested in a job.

There is also a contract on Wilson river Highway above Lee's Camp including a tunnell.

Would like to contact the contractor on that job too.

Yours truly

Ira Cox
Box 2[illegible]
Wheeler Ore

RECEIVED
1952
FOR FILING

February 5, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on January 31, 1952 on Contract No. 3611, Tunnel Point Section, in connection with Federal Aid Project No. F-191 (12).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:cw

RECEIVED
[illegible] 1952
FOR FILING

January 29, 1952

Carl M. Halvorson, Inc.
218 Builders Exchange Bldg.
Portland, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3611, which was awarded to you on December 20, 1951 by the State Highway Commission, for grading and paving on the Tunnel Point Section of the Wilson River Highway in Tillamook County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded

[illegible]

[illegible]

[illegible]

December 24, 1951

Carl M. Halvorson, Inc.
218 Builders Exchange Building
Portland, Oregon

Dear Mr. Halvorson:

The State Highway Commission on December 20, 1951 awarded you Contract No. 3611 for the Tunnel Point Section of the Wilson River Highway about nine miles west of Glenwood in Tillamook County. This award was based on your low bid of $229,594 submitted on that date.

I am enclosing a copy of the proposal form, which contains specifications and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

Enclosure

cc H. G. Smith
S. H. Probert
W. M. Franswa, SIAC

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

OREGON DISTRICT
F-191(12)
[illegible]

December 20, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project F-191(12), Tunnel Point Section of the Wilson River Highway, Carl M. Halvorson, Inc., of Portland, Oregon, low bidder in the amount of $229,594.00 at the December 20, 1951 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
DEC 26 1951
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

OREGON DISTRICT
[illegible]
[illegible]

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

December 5, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project F-191(12), Tunnel Point Section of the Wilson River Highway have today been recommended for approval subject to such changes as may be required by the Division Office.

This is to authorize your advertising for bids.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
FOR FILING

OREGON DISTRICT
F 191(12)
#3611

F-191(12)

File

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

December 5, 1951

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Oregon Project F-191(12)
Tunnel Point Section of the
Wilson River Highway -- Letter
of Intent

Dear Sir:

It has been determined that the subject project meets eligibility requirements, based on the criteria of essentiality described in Section Two of the Commissioner's memorandum of June 12, 1951, for an allotment of controlled materials and priority assistance.

Within the steel, copper and aluminum quantity limitations received from the Defense Production Administration, allotment of controlled materials will be made to the project when the contractor is ready to order his materials.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

Copy made for [illegible] 12-10-51

TED
FOR FILING

F-191(12)

F 3611

November 30, 1951

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

With reference to Project F-191 (12), Tunnel Point Section of the Wilson River Highway, we have made a very careful study of positioning of the present alignment. Giving further study to suggestions in your letter of November 27 to making a slight line shift outward at each end of the ten degree curve, we find that this is impractical, as any further outward movement of the existing alignment would fill the existing channel and result in making a channel change in the opposite hillside, which we deem entirely unsafe. We are further of the opinion that the small amount of yardage that could be saved (probably not exceeding 25,000 yards) is not worth taking a chance of interfering with the river channel to the extent that trouble could develop.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

[redacted]

cc Mr. S. H. Probert
Mr. A. G. Skelton

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

November 27, 1951

Copy to Prakert
11-28-51

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the P. S. and E. recently submitted for Project F-191(12), Tunnel Point Section of the Wilson River Highway.

A recent plan in hands inspection of this project by an engineer from this office indicated the possibility of a slight line shift outward at each end of the 10° curve. This revision would result in substantial reduction of excavation quantities and of course less waste material. A channel change apparently would be required at the east end but not at the west end of the curve.

Please advise whether you have considered such a possibility and whether or not it is feasible. Our inspection was made without a study of platted cross sections.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

RECEIVED
[illegible]

FI-139(6) La Grande-North Powder 1951
FI-321(5) Sec. of the Old Ore. Trail, SE
#3612 from La Grande.

RECEIVED
FOR FILING
F1-[illegible]
F1-321 (3)

OREGON STATE HIGHWAY DEPARTMENT
(date)
June 11, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3612	12-final	Pacific Sand & Gravel Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
10495	R-68406	$ 26,694.44	6/10/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A. A. Wicklander
ACCOUNTING DIVISION

Specified Completion Date: Oct. 31, 1952

Time Extensions: to Nov. 10, 1952

Completion Date: Nov. 10, 1952

Date Accepted: Jan. 6, 1953

Penalties: None of record

Claims: No recognized claim outstanding

Remarks:

Date: 6-16-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: A. A. Wicklander

To: Centralia Br - Nat'l Bk of Commerce

NOTED ON CARD

RECEIVED
FOR FILING

FORM E-30 25M 9-1 52319

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 10, 1953

3960

SUBJECT: Assignment 3360

To:

Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

It has been called to my attention that Assignment 3360 is still alive.

This assignment had to do with some changes in the traffic intersection easterly of La Grande where the Union Road enters U. S. 30 and was apparently answered by a letter to C. G. Polk, District Engineer, dated February 25, 1952, prepared by Crandall and signed by yourself.

As this project is now completed, I assume that the matter may be considered closed.

Very truly yours,

~~H. G. Smith~~
Construction Engineer

By Forrest Cooper

Forrest Cooper
Assistant Construction Engineer

FC:js

RECEIVED
JUN 10 1953
OFFICE OF
STATE HIGHWAY ENGINEER

May 1, 1952

ASSIGNMENT

No. 33
By w

Description: Mr. Polk's letter of April 25 re design features on Projects FI-321 (5) and FI-139 (6), La Grande-North Powder.

Acknowledged by _____ Referred to __Smith________

xxx Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ______________ signature
____

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed Pitt 6-1-53 Report received ________

Remarks: Check this with Crandall.

WCW

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

April 25, 1952

RETURN TO
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Projects FI-321(5) and FI-139(6)
LaGrande-North Powder, design of
intersections.

NOTED
H. G. SMITH

Dear Sir:

Reference is made to your letter dated February 25, 1952 concerning certain design features on subject projects.

Under date of April 10, 1952, the Washington office has commented further, as follows:

> " . . . We agree that a desirable design would provide two lanes on each side of the median. The introduction of any type median in a 2-lane highway introduces a hazard but it may be justified to reduce more serious hazards as appears in this case. In view of the State's accident experience the use of jiggle bars on an experimental basis may be justified. The layout appears satisfactory to provide practical storage space for left turning vehicles but the direction of the jiggle bars should be reversed as indicated in red for visibility and to deflect cars in the proper direction when they go over them. We favor a low type jiggle bar, say three-fourths inch high, as used in Kansas and in this case do not favor the high 3-inch jiggle bars as used in California. The latter can cause a car to get out of control when hit and should not be used at the approach noses which are most vulnerable.
>
> Bringing the Union Road into a right angle intersection with the county road is advisable and will tend to slow down the traffic on Union Road. Requiring all of the traffic to enter the intersection at nearly right angles results in less conflict at the primary intersection area. In the light of relatively low traffic volumes the additional turning caused by this connection is not objectionable. Consideration should be given to rounding the corners of both Union Road and the county road to make the turning movements as easy as possible.

The easing of the curvature to the median lane and the outside roadway edge as indicated on Plan Sheet No. 11 should also apply to the intersection at Station 93."

Very truly yours,

C G Polk

C. G. POLK
District Engineer

RECEIVED
APR 28 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY [illegible] 1953
FOR FILING

May 8, 1953

Pacific Sand & Gravel Co.
Post Office Box 628
Centralia, Washington

Attention: Mr. R. P. Coluccio, President

Gentlemen:

An extensive review has been made of your letter of April 17 having further reference to your claim for additional compensation pertaining to muck sand used on the La Grande-North Powder Project, State Highway Contract No. 3612.

I attach hereto a report from G. W. Harra, Engineer of Materials, with which I must concur. The matter of attempting to determine the difference in costs is almost impossible to resolve, and I am unable to determine that the Pacific Sand & Gravel Co. has incurred a greater expense by taking a portion of the materials from the private-owned pit than if all of said materials had been obtained from the state pit. Mr. Harra's analysis is that if the Courtwright pit had been used throughout the job there would have been a savings in the amount used of 2,244.7 cubic yards. Using your own estimate of 1.33½¢ as the cost per cubic yard from the state pit, this would have resulted in an additional cost of approximately $3,000, of which you make no mention in your claim. Further, it is the opinion that there is no definite proof that there is a differential of 91¢ per cubic yard in the cost of the material from the two pits. We wish to be very fair in this matter, but we must not accept a claim which we can not fully substantiate to the State Highway Commission, and I am frank to admit to you that I can not substantiate your claim.

I am advised by the Construction Engineer that he was quite amazed at the large amount of muck sand used after the state pit was utilized. He advises that in watching operations he inquired as to why the large amount. This further substantiates Mr. Harra's analysis that a considerable saving in quantities would have been effected had the Courtwright pit been used throughout.

I, of course, am not in a position to make final decision for the State Highway Commission, but, based on information furnished to me by the Materials Engineer and the Construction Engineer, I can not recommend your claim to the Highway Commission.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW:me
Encl.

REPORT ON CLAIM OF PACIFIC SAND & GRAVEL COMPANY

In regard to the claim of the Pacific Sand & Gravel Company in the amount of $4,873.05 supposedly representing their difference in cost of handling sand from the state-owned pit and the Courtright pit for paving of the La Grande-North Powder Project, I offer the following as a summary of records available.

Paving began May 26, 1952. 414 tons of asphaltic concrete were mixed and placed on the 26th and 27th with no muck sand incorporated as the contractor had failed to haul any to the plant. Prior to this time the state inspector, Pierce, had field tested sands from the McCall pit, the Courtright pit, and the Conley pit. The Courtright pit was considered most acceptable as a supplement to the crushed aggregate being produced by the contractor. Someone advised Morrissey (Pacific's Superintendent) that Courtright sand was available at $0.25 per cubic yard. Digging and hauling of this sand began the evening of the 27th or the morning of the 28th without permission of the pit owner. Morrissey was contacted on the paving job on the 28th and advised by the owner of the pit that the price would be $0.50 per cubic yard to him. Naturally Morrissey was quite concerned in conversation with me that day about the cost of the sand since no other suitable sand was known to be available. (Certainly there was no knowledge of a possible source at Station 1102.) Later an agreement was reached where the Courtright sand was obtained at $0.25 per cubic yard.

In Coluccio's letter of March 17, 1953 he states that they had been notified at the commencement of paving that muck sand would have to be included in the mix and that they had located a source at Station 1102 (approximately), and that this sand was submitted to the engineer and rejected. Actually the contractor was notified prior to beginning of paving operations that sand would be required, and to my knowledge no attempt was made on his part to locate a suitable source. Further, sand from Station 1102 (approximately) was not submitted and/or rejected at the beginning of paving operations. The first two samples from Station 1103 were taken by Morrissey and Pierce June 10 and reported by the Materials Department on June 13 to be suitable if the crushed ¼" - 0" did not contain an excess of #10 to #40 material. Field sieve analysis was also made of the ¼" - 0" material with the results indicating that change in sand source was not warranted. June 12, Morrissey took three samples from Station 1103 but from a different horisontal strata which had an entirely different gradation indicating lack of uniformity in the deposit. These samples were rejected by the Materials Department because of excess fines.

Coluccio further states that permission was given to use sand from Station 1103 on July 31. This was granted on August 6 provided that the pit be stripped and that loading would be made by vertical passes of the shovel from bottom to top so as to mix the stratas of quite variable gradation. Some sand was hauled from the pit on August 8 for a plant trial.

On August 11 Frank Brown temporarily replaced Pierce as inspector, staying on the job until August 14. During this time Brown made no attempt to deviate from the asphaltic mix design as set up by Pierce, other than the necessary bin weight changes that are made daily at all paving plants to compensate for gradation changes as shown by bin analysis. On August 12 Pacific's plant foreman Hughes, Brown and myself looked over the pit (Station 1103) and permission was given to haul from this source provided proper stripping and loading practices were followed.

From paving plant bin analysis it was found necessary to use considerably more of this sand than the Courtright sand to produce a specified plant mix. Incidently, mix control is always through analysis of materials from paving plant bins and not through mathematical gyrations of laboratory results as attempted to be shown by Colluccio's letter of April 17, 1953. The statement is also made that laboratory samples of August 18 were the basis of acceptance of this material. This is not the case since these were for record only. Acceptance had been made several days prior through field test. The several pages of tables, graphs and theoretically calculated possible material combinations are of no particular significance, but merely serve to confuse the issue. No consideration of gradation of 3/4" - ¼" material is made which had a carryover of ¼" - 0" fraction as shown by both laboratory and field tests. Also, and of definite significance, is the consideration of the increase of fines in the aggregates which occur during plant operation. This is always reflected in the analysis of the asphaltic concrete mixture. In this job the consistent increase was slightly more than two per cent. Laboratory aggregate analyses are used only for the starting of a job. After the plant is in operation all control is based on field tests and especially on the results of plant bin analyses. The next step is to correlate these results with the actual laboratory results of the completed mixture. Mr. Colluccio infers that the asphaltic concrete proportioning of the entire job was based upon the laboratory test results of three ¼" - 0" samples. I wish to offer the following tables to refute this.

Table 1. Average of 28 field and laboratory samples 3/4" - ¼".

Retained on	3/4"	½"	¼"	#10	P#10
Per cent	0	10.3	70.6	16.3	2.8

Table 2. Average of 34 field and laboratory samples ¼" - 0".

Retained on	¼"	#10	#40	#80	#200	P200
Per cent	3/4	50.0	33.5	7.3	3.8	2.0

Table 3. Average of 98 plant analyses for design and control.

		Per Cent		Sand Grading
Retained	3/4	0		
	½	5.8		
	¼	32.8		
	10	25.3		
	40	17.1)	30.3	(56.4
	80	5.9)		(19.5
	200	4.3)		(14.2
	P200	3.0)		(9.9
	AC	5.8		

Note: This plant analysis resolved into the results of table 4.

Table 4. Average of 143 asphaltic concrete samples.

	Per Cent		Sand Grading
Retained 3/4	0		
½	7.2		
¼	31.6		
10	24.9		
40	13.7)	30.3	(45.3
80	5.8)		(19.1
200	5.6)		(18.5
P200	5.2)		(17.1
AC	6.0		

Table 5. Asphaltic concrete by stations anddates.

Date	Stations	Tons
May 26 - June 6	1118 - 1253	4931.5
June 7 - July 16	0+00 - 464	29823.5
July 16 - Aug. 11	500 - 1236	29307.5
Aug. 12 - Aug. 16	19 - 93	4899.7
Aug. 18 - Aug. 25	506 - 780	8021.3
Oct. 21 - Oct. 25	465 - 506	4046.0
	Total	81029.5

I am enclosing laboratory copies of check tests made of the Courtright sand and sand from Station 1103. Loose unit weights indicate that 1.154 times as much sand in volume from Station 1103 would be required than from the Courtright pit to produce like weights. However, 1.45 times as much by yardage was required to satisfy the final mix gradation requirements. 2220.2 cubic yards of sand from Stations 1101 to 1103 were used in producing 18093.5 tons of asphaltic concrete. This represents .123 cubic yards per ton of mix. 5355 cubic yards of Courtright sand were used in producing 62936 tons of asphaltic concrete. This represents .085 cubic yards per ton. $\frac{.085}{.123}$ = 1.45. 7134 tons of asphaltic concrete were mixed before tests were made on the sand at Station 1103. Subtracting 7134 tons from 62936 tons, the total amount in which Courtright sand was used, leaves 55802 tons. 55802 x.123 = 6305.6 cubic yards of state sand which would have been required. 55802 x .085 = 4743.2 cubic yards of Courtright sand were used from June 12 to the time that a change to the state sand was made. 5355 - 4743.2 = 611.8 cubic yards of Courtright sand used prior to June 12 which should never have been claimed for adjustment by Colluccio. 18093.5 tons of mix required 2220.2 cubic yards of state sand while only (18093.5 x .085) 1537.9 cubic yards of Courtright sand would have been required. Thus, 682.3 extra yards were hauled 11.41 miles from Aug. 11 to the completion of the job. From June 12 to August 11 4743.2 cubic yards of Courtright sand were used. 6305.6 cubic yards of sand from Station 1103 would have been required, a difference of 1662.4 cubic yards. In summary all hauling prior to June 12 should not be considered.

Courtright sand used June 12 to August 11	4743.2 c.y.
Courtright sand required (if used) to finish job after Aug. 11	1537.9 c.y.
Total used and required after June 12	6281.1 c.y.
State sand required (if used) from June 12 to Aug. 11	6305.6 c.y.
State sand used after August 11	2220.2 c.y.
Total used and required after June 12	8525.8 c.y.
Difference =	2244.7 c.y.

Actually this difference would have been greater if the state sand yardage was given in truck measure rather than from cross section computations because of a bulking factor. Based on unit weights, dry rodded and loose, this factor would be 1.13. If the Courtright sand was paid for by truck measure this factor could be applied to the state sand quantity further increasing the difference from 2244.7 cubic yards to 2536.5 cubic yards.

The haul from the Courtright pit to the paving plant was 9.88 miles. From Station 1103 to the plant was 11.41 miles, a difference of 1.53 miles. Hauling from the Courtright pit necessitated a climb of 830 feet in elevation. In hauling from Station 1103 there was a climb of 428 feet to the summit, then downgrade of 216 feet to the plant.

In conclusion I do not believe the claim of the Pacific Sand & Gravel Company to be valid. Additional cubic yards of sand actually hauled after changing sources has been conveniently overlooked in their claim, as well as the total extra quantity that would have been required if used throughout the job or after June 12. It appears to me that it was more costly to them to haul from Station 1103 than from the Courtright pit.

FORM E-20 25M 6-51 49719

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 8, 1953

SUBJECT:

To: H. G. Smith
Construction Engineer
Office

In regard to the claim of the Pacific Sand and Gravel Co. in the amount of $4,873.05 supposedly representing their difference in cost of handling sand from the state owned pit and the Courtright pit for paving of LaGrande-N. Powder Project. I offer the following as a summary of records available.

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Table 2. Average of 34 field and laboratory samples ¼"-0".

Retained on	¼"	#10	#40	#80	#200	P200
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Total used and required after June 12th	8525.8 c.y.
Difference =	2244.7 c.y.

Actually this difference would have been greater if the state sand yardage was given in truck measure rather than from cross section computations because of a bulking factor. Based on unit weights, dry rodded and loose, this factor would be 1.13. If the Courtright sand was paid for by truck measure this factor could be applied to the state sand quantity further increasing the difference from 2244.7 cubic yards to 2536.5 cubic yards.

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I recommend that their claim be refused.

G W Harra

G. W. HARRA
Engineer of Materials

GWH:j

—5M—6-53

OREGON STATE HIGHWAY DEPARTMENT

Materials Division

Laboratory Report

Project LaGrande-N. Powder
Highway Old Oregon Trail
Contractor Pacific S. & G. Co. Contract No. 3612
Submitted by J. C. Hiatt

Prefix No. 31-1029
County Union, Baker
F. A. Project No FI-139(6) FI-321(5)
Date reported May 8, 1953

REPORT ON SAMPLE OF FINE AGGREGATE

Source of material Courtright pit, 3 mi. E. of LaGrande Airport.
Sampled at Source
To be used Asphaltic Concrete
Sampled by J. C. Hiatt
Date received April 28, 1953
Quantity represented

TEST RESULTS

Laboratory No. 306066 Type of material Muck Sand
Data sheet No. 98718 Treatment of sample
Screen Opening: To ¼" Square
¼" and below— Square

GRANULOMETRIC ANALYSIS

Retained on sieve	Per cent single sieve	Per cent accumulative	Fine aggregate
10	0	0	
40	21.2	21.2	
80	33.2	54.4	
200	33.2	87.6	
P200	12.4	12.4	
Total	100.0		

Strength test, per cent of standard mortar:
Compression %
Organic material, color plate No.
Specific gravity (Le Chatelier)
Unit weight, lbs. per cu. ft., dry rodded 109.0
Unit weight, lbs. per cu. ft., loose 97.5
Fineness factor
Sodium sulfate test, per cent loss
Elutriation %
Asphalt stripping: Natural fines
Manufactured fines
Plasticity index: Natural fines 0 %
Manufactured fines %
Liquid limit: Natural fines 24 %
Manufactured fines %

Wt. Ratio, this material 1.154
Greater per unit vol. loose wt. than Sand No. 306067.

RECOMMENDATIONS

Material as represented by this sample .... suitable for use.

TEST REPORT DISTRIBUTION:
Bureau of Public Roads
Construction Engineer
Maintenance Engineer
Bridge Engineer
Requisition Office
Division Engineer
Resident Engineer
Dist. Maint. Supt.
Foreman
Files

Engineer of Materials

State Printing 58639

M—6-52

OREGON STATE HIGHWAY DEPARTMENT

Materials Division

Laboratory Report

Project	LaGrande-N. Powder			Prefix No.	31-1027
Highway	Old Oregon Trail			County	Union, Baker
Contractor	Pacific S. & G. Co.	Contract No.	3612	F. A. Project No.	FI-139(6) FI-321(5)
Submitted by	J. C. Hiatt			Date reported	May 8, 1953

REPORT ON SAMPLE OF FINE AGGREGATE

Source of material	Roadway cut bank, left of Sta. 1103.	Sampled at	Source
To be used	Asphaltic Concrete	Date received	April 28, 1953
Sampled by	J. C. Hiatt	Quantity represented	

TEST RESULTS

Laboratory No. 306067 Type of material Muck Sand

Data sheet No. 98717 Treatment of sample

Screen Opening: To ¼" Square

¼" and below— Square

GRANULOMETRIC ANALYSIS

Retained on sieve	Per cent single sieve	Per cent accumulative	Fine aggregate
¼	0	0	
10	5.6	5.6	
40	23.6	29.2	
80	22.0	51.2	
200	46.8	98.0	
P200	2.0	2.0	
Total	100.0		

Strength test, per cent of standard mortar:		
Compression		%
Organic material, color plate No.		
Specific gravity (Le Chatelier)		
Unit weight, lbs. per cu. ft., dry rodded	95.5	
Unit weight, lbs. per cu. ft., loose	84.5	
Fineness factor		
Sodium sulfate test, per cent loss		
Elutriation		%
Asphalt stripping: Natural fines		
Manufactured fines		
Plasticity index: Natural fines	0	%
Manufactured fines		%
Liquid limit: Natural fines	30	%
Manufactured fines		%

RECOMMENDATIONS

Material as represented by this sample .... suitable for use.

TEST REPORT DISTRIBUTION:
Bureau of Public Roads
Construction Engineer
Maintenance Engineer
Bridge Engineer
Requisition Office
Division Engineer
Resident Engineer
Dist. Maint. Supt.
Foreman
Files

Engineer of Materials

State Printing 58639

"BY JCK OR RAIL" "NO JOE LARGE OR TOO SMALL"

DDRESS:
O. BOX 628
CENTRALIA

PHONE:
CENTRALIA 6-3331

SPECIFICATION
CONCRETE AGGREGATES
CRUSHED ROCK
EQUIPMENT RENTALS

PACIFIC SAND & GRAVEL CO.
GENERAL CONTRACTORS

BLAKESLEE JUNCTION
CENTRALIA, WASHINGTON

ASPHALTIC
CONCRETE PAVEMENT
HEAVY MACHINERY HAULING

March 17, 1953.

COPY

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. W. C. Williams, Asst.Chief Engr.

Gentlemen:

In connection with the work performed in the construction of Contract No. 3612, LaGrande-North Powder, the final estimate of which has been recently received, there exists an item which is not included but which, it is felt, should be set forth for your information and consideration.

The following will explain in detail the particulars of this item and will form the basis of the claim which is herewith presented.

At the commencement of the paving operations we were notified by the Engineer that there would have to be included, in the mix, a certain amount of muck sand and in order to meet this requirement we located a source of such material at Sta. 1102+00 (approximately) and a sample was submitted to the Engineer for the necessary tests for suitability.

The material was reported upon unfavorably and as a consequence it was necessary to look elsewhere for muck sand. Through Mr. Hiatt, Res.Engr., we learned of the possibility of procuring sand from a source owned by one Allen Courtwright, a little S.E. of LaGrande, and samples from this source were submitted and reported upon favorably by the Highway Laboratory.

It was necessary, in order to use this material, to pay a royalty of $0.25 per cu. yd. and under this arrangement the agreement was made and the muck sand was brought to the plant and incorporated in the mix as required by the Engineer.

This arrangement was not as agreeable to us as would have been the exploitation of the first mentioned deposit for, in addition to the expense of the roualty, it was necessary to haul this material up the long, adverse grade over the summit, through the quarry detours and temporary roadaway and down to the plant. On July 31st, after 5355 cu.yds. of muck sand had been purchased and hauled to the plant from the Courtwright Pit, the State accorded permission to use the material from the originally located source at approximately Sta. 1102+00 and we immediately availed ourselves of this opportunity and from this time on, to the completion of the paving, muck sand from this source was used.

In referring to our itemized job costs it was apparent that the sand from the Courtwright Pit cost us $2.24½ per cu.yd., delivered at the paving plant, while the sand from Sta. 1102+00 cost $1.33½ per cu.yd. at the same destination, or a differential of $0.91 per cu.yd., twenty-five cents being the royalty and sixty-six cents the difference in transportation cost.

As 5355 cu.yds. were involved and the cost difference from the two specified sources amounted to $0.91 per cubic yard, we feel that we are entitled to the $4873.05 which we had to pay for the material purchased from the Courtwright Pit, and herewith request your consideration of the facts and amounts presented in this claim.

Respectfully submitted,

PACIFIC SAND & GRAVEL CO.

By

R. P. Coluccio, President.

RPC:r

ASSI ENT

No. 4116

By

April 20, 1953

Description: **Letter of April 17 by Pacific Sand & Gravel Co. (R. P. Coluccio), in duplicate (no aggregate chart with duplicate copy), re muck sand required in paving mix of La Grande-North Powder Project, Contract #3612**

Acknowledged by - - - - - Referred to - - - **Smith** ✓ - - - - - - - -

xxx ✓ Investigate and report with recommendation

Investigation, such action as necessary and report

Comment or recommendation

Return with rough draft of reply

Please prepare for - - - - - - - - - - - - signature

- -

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed - - - - - - Report received - - - - - - - - -

Remarks: **Analyze with Harra and we will meet to discuss this.**
WCW

ADDRESS:
.O. BOX 628
CENTRALIA

"BY CK OR RAIL"

"NO JOB LARGE OR TOO SMALL"

PHONE:
CENTRALIA 6-3331

SPECIFICATION
CONCRETE AGGREGATES
CRUSHED ROCK

EQUIPMENT RENTALS

PACIFIC SAND & GRAVEL CO.
GENERAL CONTRACTORS

ASPHALTIC
CONCRETE PAVEMENT

HEAVY MACHINERY HAULING

BLAKESLEE JUNCTION
CENTRALIA, WASHINGTON

April 17, 1953

Oregon State Highway Dommission
State Capitol
Salem, Oregon

PLEASE RETURN TO
W. C. WILLIAMS

Attention: Mr. W.C. Williams,
Assistant Chief Engineer

Gentlemen:

With further reference to our letter of March 17, 1953 pertaining to muck sand required in the paving mix of the La Grande-North Powder Project, Oregon State Highway Contract No. 3612, we personally called on Mr. Williams today and presented further evidence in support of our claim which was secured from records at the Materials Laboratory at Salem, and the data set forth herewith constitutes a confirmation of today's verbal presentation.

The following is a summary of the data on file at the Materials Lab in Salem. It, by the way, is all the data the State had in Salem pertinent to the question of suitability of various muck sand sources. Each set of data is numbered and will be referred to by number hereafter. The first five sets cover all the tests made by the State on the 1/4" minus crushed rock material and the various muck sand samples. The last two tables show typical extraction and grading tests selected at random from the many tests on file and also the average data for the job.

To analyze, the data an average gradation for each of the various materials was prepared. Thus the average 10 mesh to dust gradation for the three samples in table 1 is shown below along with average data for the muck sands.

AVERAGE GRADINGS - ALL VARIOUS SAMPLES

	(1) Crushed Mat'l. #10 - 0*	(2) Job Sand 6/10/52	(3) Job Sand 6/12/52	(4) Job Sand 8/18/52	(5) Courtright Sand 6/4/52
+10		4			
#10 - 40	63	21	5	7	9.2
40 - 80	18	44	18	69	42.1
80 - 200	9	23.6	62	22.7	40.1
Pass 200	10	7.4	15	1.3	8.6

* Mat'l passing #10 sieve is about 30% - 35% of total mix.

BLENDED GRADATIONS WHICH COULD HAVE BEEN MADE OF CRUSHER PRODUCED MINUS #10 AND MUCK SAND FROM PIT AT STA.1102 (APPROX.)

	State Specs.	(A) ½ (1) ½ (2)	(B) 3/4 (1) 1/4 (3)	(C) (1) (4)	(D) 2/3 (1) 1/3 (5)	(E) 2/3 (1) 1/6 (2) 1/6 (3)
+ 10		2				.7
#10 - 40	30 - 50	42	48	No	44.5	46.5
40 - 80	16 - 32	31	18	Blend	26.5	22.3
80 - 200	16 - 32	16.3	22.5		19.5	20.1
Pass 200	8 - 16	8.7	11.5		9.5	10.4

It is obvious from the above table that the crusher run #10 - 0 material had excess 10 - 40 and needed muck sand to increase 40 - 80 and 80 - 200 fractions. The minus 200 fraction was ample. The State in rejecting sand (#2) based the rejection on this excess coupled with the relatively high percentage of 10 - 40 material in the muck sand. As can be seen from the table of blended gradations, however, it was possible to meet the State specifications using it and the 10 - 40 fraction was not at all a critical consideration. The State rejected sand (3) because of excess 80 - 200 and 200 minus material and yet, as can be seen, again the State specifications could be met readily by the use of this sand. Mr. Williams in his letter of March 24th indicates that samples in August led to the acceptance of the "job" source and yet the only State sample on file (4) taken in August cannot be blended in any proportion with the crusher fines (1) to give a material meeting State specs.

It should be noted that samples (2) and (3) were taken only 100 feet, more or less, apart in a single deposit, it would seem that a grading averaging the results of these samples could be obtained without any great difficulty from the source. If this were done, a gradation as shown would result and it would meet the State specifications in a very excellent fashion.

On the attached aggregate chart is shown the mix gradations resulting from the use of the various muck sands, assuming in each case there would be 32% passing the #10 sieve. It doesn't seem that any significant quality differential is possessed by one gradation over the other.

Oregon State Highway Commission
State Capitol Salem, Oregon

Attention: Mr. W.C. Williams

TABLE (1) TYPICAL 1/4" - 0 SAMPLES OF CRUSHED MATERIAL WHICH ARE THE ONLY SAMPLES THE LABORATORY HAS.

Lab. Nos:	23079	283226	283651
Reported:	4/22/52	5/23/52	5/28/52
Sieve	% Passing	% Passing	% Passing
1/2	100	100	100
1/4	99.7	99.3	96.4
10	54.2	74.0	62.9
40	17.8	28.9	25.0
80	9.1	14.3	13.3
200	5.0	7.3	7.6

Remarks: Same both samples "is suitable with muck sand."

TABLE (2) DATA - FIRST SAMPLES FROM JOB PIT

Lab. No.	284742	284743
Sampled	6/10/52	6/10/52
Reported	6/13/52	6/13/52
Pit Location	Station 1103	Station 1103
Sieve	% Passing	% Passing
1/4	100	100
10	95.6	96.0
40	73.8	77.2
80	31.0	31.8
200	7.2	7.8

Remarks: Same for both samples "is suitable if 1/4" - 0 material does not carry excess of 10 - 40."

TABLE (3) DATA - MORRISSEY SAMPLES - JOB PIT

Lab. Nos.	284898	284899	284900
Sampled	6/12/52	6/12/52	6/12/52
Reported	6/13/52	6/13/52	6/13/52
Pit Location	Station 1102	Station 1102	Station 1102
Sieve	% Passing	% Passing	% Passing
1/2	100	100	100
1/4	98.5	97.0	99.5
10	97.5	96.0	99.0
40	95.5	94.0	96.5
80	77.0	76.5	79.5
200	15.0	13.5	22.0

Remarks: Same all samples "is not suitable - contains excess #200 and passing #200.

Oregon State ghway Commission
State Capitol Salem, Oregon

Attention: Mr. W.C. Williams

TABLE (4)

DATA - SAMPLES ON WHICH JOB PIT ACCEPTED

Lab Nos.	290278	290279
Reported	8/18/52	8/18/52
Pit Location	Station 1101 + 25	Station 1101 + 25
Sieve	**% Passing**	**% Passing**
1/4	100	100
10	99.0	100
40	92.0	94.0
80	26.2	22.0
200	1.2	1.4

Remarks: Same both samples "is suitable if sufficient material passing #200 is available."

TABLE (5)

DATA - ONLY SAMPLE COURTRIGHT PIT

Lab Nos.	284019
Reported	6/4/52
Sieve	**% Passing**
1/4	100
10	99.9
40	90.8
80	48.7
200	8.6

TABLE (6)

DATA - EXTRACTION & GRADING TESTS

	Courtright Sand				Job Sand				
Date Laid	6/10/52	6/28/52	7/9/52	7/24/52	8/15/52	8/18/52	3/25/52	10/21/52	
Lab.Nos.	284738	286548	287281	288697	290663	290667	291298	296011	
Sieve	Percentages Pass and Retained Basis								
3/4	0	0	0	0	0	0	0	0	
1/2	5.2	3.7	6.7	5.9	7.2	9.0	8.6	5.4	) 26-40
1/4	30.4	34.0	33.3	35.1	30.6	36.9	35.0	35.1	)
10	24.5	24.6	23.9	22.9	26.0	21.9	24.1	24.4	— 22-30
200	27.9	26.3	22.9	24.9	25.2	23.0	22.3	23.4	— 25-35
P200	5.2	5.3	6.8	5.4	4.4	3.8	4.2	5.9	— 4-7
Asph.	6.8	6.1	6.4	5.9	6.6	5.4	5.8	5.8	

AGGREGATE PASSING NO. 10
P & R

Sieve -10	0	0	0	0	0	0	0	0
40	44.5	49.3	39.4	45.6	42.5	42.1	39.6	45.7
80	20.8	18.7	18.5	18.5	20.3	17.6	19.7	15.0
200	19.0	15.2	19.2	18.1	22.3	26.1	24.9	19.1
P200	15.7	16.8	22.9	17.8	14.9	14.2	15.8	20.2

Oregon State Highway Commission
State Capitol Salem, Oregon

Attention: Mr. W.C. Williams

TABLE (7) AVERAGE DATA - EXTRATION & GRADING TESTS

Sieve	1st. 63 Samples	All Samples
	Percentage Pass &	Retained
3/4	0	0
1/2	6.3	7.2
1/4	29.6	31.6
10	25.9	24.9
40	15.0	13.7
80	6.0	5.8
200	5.2	5.6
P200	5.7	5.2
Asph.	6.3	6.0

MORTAR PASSING #10
Percentage Pass & Retained

No. 10	0	0
40	46.3	45.1
80	18.8	19.0
200	16.7	18.6
P200	18.2	17.3

It is again reiterated that the actual haul in miles from the Courtright Pit and the Job Pit, at Sta. 1102 + 00 (approx) does not truly reflect the cost incurred in moving sand from these two sources, and it is conceded that the distance from the former to the plant is probably slighter less. This mileage differential was completely offset by the physical aspects of the terrain with the adverse grade necessary to negotiate and the delays and retarded progress necessitated by the loads having to pass through the quarry during the entire period of the haul from the Courtright Pit.

The additional cost of operation from this pit is plainly set forth in the job costs of hauling as applied to both sources as stated in our letter of March 17, 1953. Our records on this operation will be furnished for your inspection if you should so desire.

The foregoing specifically and in detail records the information which was placed before Mr. Williams today and is herewith submitted for your consideration.

Very truly yours,

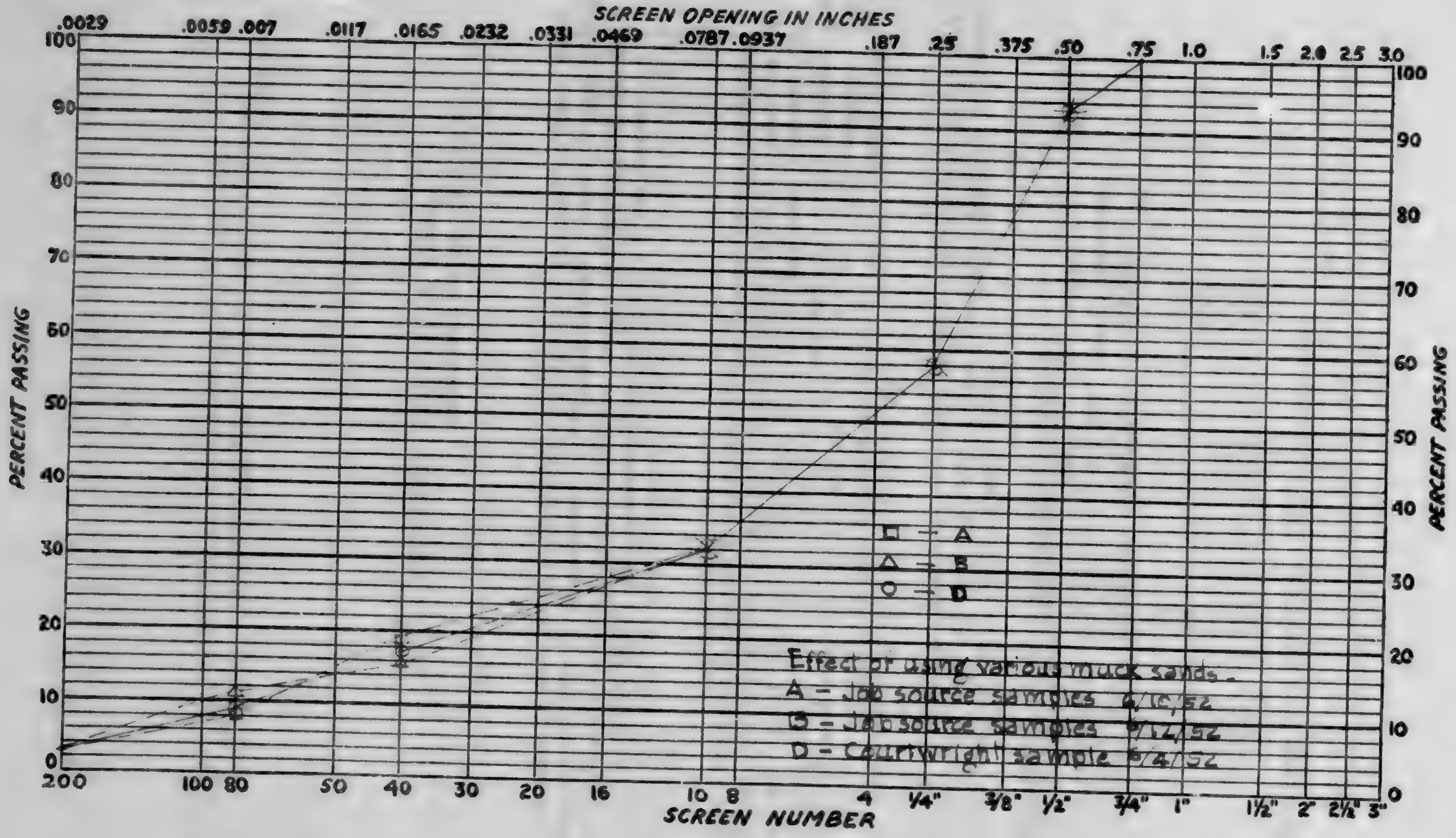
PACIFIC SAND & GRAVEL CO.

BY
R.P. Coluccio, President

RECEIVED
1953

RPC:mc
Encl-Aggregate Chart

AGGREGATE CHART



Effect of using various muck sands.
A – Job source samples 6/16/52
B – Job source samples 6/12/52
D – Courtwright sample 6/4/52

SAMPLE NO.				
PASSING	RET. ON	LBS.	%	TOTAL % PASSING

SAMPLE NO.				
PASSING	RET. ON	LBS.	%	TOTAL % PASSING

IDENTIFICATION

PROJECT NO.
SECTION
QUARRY LOCATION
STATION PLACED
SAMPLE OF
SAMPLED BY DATE
SCREEN ANALYSIS BY DATE
TONS REPRESENTED BY SAMPLE NO.
TONS REPRESENTED BY SAMPLE NO.

THE ASPHALT INSTITUTE

"BY [illegible]JCK OR RAIL"

"NO JOB [illegible] LARGE OR TOO SMALL"

PHONE.
CENTRALIA

[illegible]NG ADDRESS:
P. O. BOX 628
CENTRALIA

SPECIFICATION
CONCRETE AGGREGATES
CRUSHED ROCK

EQUIPMENT RENTALS

PACIFIC SAND & GRAVEL CO.
GENERAL CONTRACTORS

●

BLAKESLEE JUNCTION
CENTRALIA, WASHINGTON

ASPHALTIC
CONCRETE PAVEMENT

HEAVY MACHINERY HAULING

April 17, 1953

Oregon State Highway Commission
State Capitol
Salem, Oregon

Attention: Mr. W.C. Williams,
Assistant Chief Engineer

Gentlemen:

With further reference to our letter of March 17, 1953 pertaining to muck sand required in the paving mix of the La Grande-North Powder Project, Oregon State Highway Contract No. 3612, we personally called on Mr. Williams today and presented further evidence in support of our claim which was secured from records at the Materials Labaratory at Salem, and the data set forth herewith constitutes a confirmation of today's verbal presentation.

The following is a summary of the data on file at the Materials Lab in Salem. It, by the way, is all the data the State had in Salem pertinent to the question of suitability of various muck sand sources. Each set of data is numbered and will be referred to by number hereafter. The first five sets cover all the tests made by the State on the 1/4" minus crushed rock material and the various muck sand samples. The last two tables show typical extraction and grading tests selected at random from the many tests on file and also the average data for the job.

To analyze, the data an average gradation for each of the various materials was prepared. Thus the average 10 mesh to dust gradation for the three samples in table 1 is shown below along with average data for the muck sands.

AVERAGE GRADINGS - ALL VARIOUS SAMPLES

	(1) Crushed Mat'l. #10 - 0*	(2) Job Sand 6/10/52	(3) Job Sand 6/12/52	(4) Job Sand 8/18/52	(5) Courtright Sand 6/4/52
/10		4			
#10 - 40	63	21	5	7	9.2
40 - 80	18	44	18	69	42.1
80 - 200	9	23.6	62	22.7	40.1
Pass 200	10	7.4	15	1.3	8.6

* Mat'l passing #10 sieve is about 30% - 35% of total mix.

Oregon State Highway Commission
State Capitol Salem, Oregon

Attention: Mr. W.C. Williams

BLENDED GRADATIONS WHICH COULD HAVE BEEN MADE OF CRUSHER PRODUCED MINUS #10 AND MUCK SAND FROM PIT AT STA.1102 (APPROX.)

	State Specs.	(A) ½ (1) ½ (2)	(B) 3/4 (1) 1/4 (3)	(C) (1) (4)	(D) 2/3 (1) 1/3 (5)	(E) 2/3 (1) 1/6 (2) 1/6 (3)
+ 10		2				.7
#10 - 40	30 - 50	42	48	No	44.5	46.5
40 - 80	16 - 32	31	18	Blend	26.5	22.3
80 - 200	16 - 32	16.3	22.5		19.5	20.1
Pass 200	8 - 16	8.7	11.5		9.5	10.4

It is obvious from the above table that the crusher run #10 - 0 material had excess 10 - 40 and needed muck sand to increase 40 - 80 and 80 - 200 fractions. The minus 200 fraction was ample. The State in rejecting sand (#2) based the rejection on this excess coupled with the relatively high percentage of 10 - 40 material in the muck sand. As can be seen from the table of blended gradations, however, it was possible to meet the State specifications using it and the 10 - 40 fraction was not at all a critical consideration. The State rejected sand (3) because of excess 80 - 200 and 200 minus material and yet, as can be seen, again the State specifications could be met readily by the use of this sand. Mr. Williams in his letter of March 24th indicates that samples in August led to the acceptance of the "job" source and yet the only State sample on file (4) taken in August cannot be blended in any proportion with the crusher fines (1) to give a material meeting State specs.

It should be noted that samples (2) and (3) were taken only 100 feet, more or less, apart in a single deposit, it would seem that a grading averaging the results of these samples could be obtained without any great difficulty from the source. If this were done, a gradation as shown would result and it would meet the State specifications in a very excellent fashion.

On the attached aggregate chart is shown the mix gradations resulting from the use of the various muck sands, assuming in each case there would be 32% passing the #10 sieve. It doesn't seem that any significant quality differential is possessed by one gradation over the other.

Oregon State Highway Commission
State Capitol Salem, Oregon

Attention: Mr. W.C. Williams

TABLE (1) TYPICAL 1/4" - 0 SAMPLES OF CRUSHED MATERIAL WHICH ARE THE ONLY SAMPLES THE LABORATORY HAS.

Lab. Nos:	23079		283226		283651	
Reported:	4/22/52		5/23/52		5/28/52	
Sieve	% Passing		% Passing		% Passing	
1/2	100		100		100	
1/4	99.7	.3	99.3	.7	96.4	3.6
10	54.2	45.5	74.0	25.3	62.9	[illegible]
40	17.8	36.4	28.9	45.1	25.0	[illegible]
80	9.1	8.7	14.3	14.6	13.3	[illegible]
200	5.0	4.1	7.3	7.0	7.6	

Remarks: Same both samples "is suitable with muck sand."

TABLE (2) DATA - FIRST SAMPLES FROM JOB PIT

Lab. No.	284742		284743
Sampled	6/10/52		6/10/52
Reported	6/13/52		6/13/52
Pit Location	Station 1103		Station 1103
Sieve	% Passing		% Passing
1/4	100		100
10	95.6	4.4	96.0
40	73.8	21.8	77.2
80	31.0	42.8	31.8
200	7.2	23.8	7.8

Remarks: Same for both samples "is suitable if 1/4" - 0 material does not carry excess of 10 - 40."

TABLE (3) DATA - MORRISSEY SAMPLES - JOB PIT

Lab. Nos.	284898		284899		284900
Sampled	6/12/52		6/12/52		6/12/52
Reported	6/13/52		6/13/52		6/13/52
Pit Location	Station 1102		Station 1102		Station 1102
Sieve	% Passing		% Passing		% Passing
1/2	100		100		100
1/4	98.5	1.5	97.0	3.0	99.5
10	97.5	1.0	96.0	1.0	99.0
40	95.5	2.0	94.0	2.0	96.5
80	77.0	18.5	76.5	17.5	79.5
200	15.0	62.0	13.5	63.0	22.0

Remarks: Same all samples "is not suitable - contains excess #200 and passing #200.

Oregon State Highway Commission
State Capitol Salem, Oregon

Attention: Mr. W.C. Williams

TABLE (4) **DATA - SAMPLES ON WHICH JOB PIT ACCEPTED**

Lab Nos.	290278		290279
Reported	8/18/52		8/18/52
Pit Location	Station 1101 ≠ 25		Station 1101 ≠ 25
Sieve	**% Passing**		**% Passing**
1/4	100		100
10	99.0	1.0	100
40	92.0	7.0	94.0
80	26.2	65.8	22.0
200	1.2	25.0	1.4

Remarks: Same both samples "is suitable if sufficient material passing #200 is available."

TABLE (5) **DATA - ONLY SAMPLE COURTRIGHT PIT**

Lab Nos.	284019
Reported	6/4/52
Sieve	**% Passing**
1/4	100
10	99.9
40	90.8
80	48.7
200	8.6

TABLE (6) **DATA - EXTRACTION & GRADING TESTS**

	Courtright Sand				Job Sand			
Date Laid	6/10/52	6/28/52	7/9/52	7/24/52	8/15/52	8/18/52	8/25/52	10/21/52
Lab.Nos.	284738	286548	287281	288697	290663	290667	291298	296011
Sieve	**Percentages Pass and Retained Basis**							
3/4	0	0	0	0	0	0	0	0
1/2	5.2	3.7	6.7	5.9	7.2	9.0	8.6	5.4
1/4	30.4	34.0	33.3	35.1	30.6	36.9	35.0	35.1
10	24.5	24.6	23.9	22.9	26.0	21.9	24.1	24.4
200	27.9	26.3	22.9	24.9	25.2	23.0	22.3	23.4
P200	5.2	5.3	6.8	5.4	4.4	3.8	4.2	5.9
Asph.	6.8	6.1	6.4	5.9	6.6	5.4	5.8	5.8

AGGREGATE PASSING NO. 10
P & R

Sieve-10	0	0	0	0	0	0	0	0
40	44.5	49.3	39.4	45.6	42.5	42.1	39.6	45.7
80	20.8	18.7	18.5	18.5	20.3	17.6	19.7	15.0
200	19.0	15.2	19.2	18.1	22.3	26.1	24.9	19.1
P200	15.7	16.8	22.9	17.8	14.9	14.2	15.8	20.2

TABLE (7)

AVERAGE DATA - EXTRATION & GRADING TESTS

Sieve	1st. 63 Samples	All Samples
	Percentage Pass & Retained	
3/4	0	0
1/2	6.3	7.2
1/4	29.6	31.6
10	25.9	24.9
40	15.0	13.7
80	6.0	5.8
200	5.2	5.6
P200	5.7	5.2
Asph.	6.3	6.0

MORTAR PASSING #10
Percentage Pass & Retained

No. 10	0	0
40	46.3	45.1
80	18.8	19.0
200	16.7	18.6
P200	18.2	17.3

It is again reiterated that the actual haul in miles from the Courtright Pit and the Job Pit, at Sta. 1102 + 00 (approx) does not truly reflect the cost incurred in moving sand from these two sources, and it is conceded that the distance from the former to the plant is probably slighter less. This mileage differential was completely offset by the physical aspects of the terrain with the adverse grade necessary to negotiate and the delays and retarded progress necessitated by the loads having to pass through the quarry during the entire period of the haul from the Courtright Pit.

The additional cost of operation from this pit is plainly set forth in the job costs of hauling as applied to both sources as stated in our letter of March 17, 1953. Our records on this operation will be furnished for your inspection if you should so desire.

The foregoing specifically and in detail records the information which was placed before Mr. Williams today and is herewith submitted for your consideration.

Very truly yours,

PACIFIC SAND & GRAVEL CO.

BY
R.P. Coluccio, President

RPC:mc
Encl-Aggregate Chart

April 20th, 1953

FINAL COST ANALYSIS

LaGrande-North Powder Section
Grading & Paving
Old Oregon Trail Highway
Contract #3612
Prefix 31-1027 FI 139(6) FI 321(5)

Pacific Sand & Gravel Co., Contractor
J. C. Hiatt, Resident Engineer

NOTED
State Highway Engineer

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing		All	$	$	$ 3,536.04	$ 5,000.00
Struct. Excavation	1,475.75	Cu. Yd.	2.50	2.06	3,408.32	3,689.38
Special Borrow Exc.	50,662.8	" "	0.38	0.34	17,420.84	19,251.86
General Excavation Location "A"	23,126	" "	0.58	0.56	12,943.11	13,413.08
General Excavation Location "B"	101,077	" "	0.70	0.706	71,451.09	70,753.90
Short Overhaul	115,214.3	Yd. Sta.	0.02	0.017	2,004.19	2,304.29
Long "	11,705.6	C-Yd. Sta.	0.50	0.461	5,395.43	5,852.80
Truck Haul on Special Borrow	239,488.2	Yd. Mi.	0.12	0.136	32,570.67	28,738.58
Finish R/B & Slopes	3.39	Mile	800.00	575.32	1,950.33	2,712.00
18" Concrete Pipe	429	Lin. Ft.	3.10	2.54	1,089.71	1,329.90
24" " "	363	" "	4.10	3.49	1,268.11	1,488.30
36" " "	144	" "	7.50	6.14	884.85	1,080.00
36" Corr. Metal Pipe	56	" "	13.00	12.16	681.06	728.00
12" Corr. Metal Siphon Pipe	80	" "	3.00	4.39	350.89	240.00
24" Concrete Siphon Pipe	60	" "	5.10	4.68	280.76	306.00
Concrete End Basins	8.84	Cu. Yd.	46.00	40.00	354.37	406.64
8" Sewer Pipe	222	Lin. Ft.	1.85	1.85	410.44	410.70
12" " "	1,560	" "	2.25	2.33	3,640.40	3,510.00
15" " "	833	" "	2.60	2.68	2,230.50	2,165.80
Concrete Catch Basins	7	Each	72.00	54.30	480.16	504.00
Concrete Manholes	6	"	248.00	205.59	1,233.54	1,488.00

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Concrete Curbs	121.73	Cu. Yd.	$48.00	$40.63	$4,946.11	$5,843.04
Selected Cinder Topping	30,226	" "	0.32	0.286	8,666.93	9,672.32
Hauling " "	374,592	Yd. Mi.	0.07	0.071	26,654.59	26,221.44
3/4"-0 Rock in Level Course	55,356	Cu. Yd.	1.80	1.86	103,014.15	99,640.80
Sprinkling	6,456.2	M/Gal.	2.00	1.91	12,340.59	12,912.40
Preparation of Base	24.28	Mile	150.00	121.85	2,958.66	3,642.00
3/4"-0 Mat'l. in Binder Course	2,640	Cu. Yd.	2.00	2.33	6,157.61	5,280.00
Furnish & Place MC-2 in Binder Course	633.77	Ton	40.00	40.92	25,933.38	25,350.80
Class "B" Asphaltic Concrete	81,221.875	Ton	5.45	5.33	433,264.46	442,659.22
RS-1 Emulsion in Tack and Seal Coat	7.45	Ton	45.00	47.77	355.90	335.25
PA #1, Adjust Manholes	3	Each	60.00	53.16	159.48	180.00
PA #1, Furnish Manhole Covers	2	"	30.00	35.00	70.00	60.00
PA #2, Cement Adjustment, Favor of Contractor	33.10	Bbl.	5.70	5.70	188.67	188.67
PA #3, Furnish & Place MC-2 Asphalt in Shoulders	413.70	Ton	48.00	42.81	17,710.50	19,857.60
PA #3, Furnish & Place 3/4"-0 Crushed Rock in Cover	2,507	Cu. Yd.	3.50	3.02	7,570.43	8,774.50
PA #3, Furnish & Place 200-300 Asphalt on Shoulders	271.18	Ton	48.00	42.81	11,609.22	13,016.64
PA #3, Furnish & Place ½"-0 Crushed Rock Cover	1,482	Cu. Yd.	3.95	3.42	5,076.73	5,853.90
PA #4, 3/4"-½" Cr. Rock in Stockpile	736.06	" "	1.95	1.92	1,413.23	1,435.32
PA #4, ½"-¼" Cr. Rock in Stockpile	819.71	" "	2.25	1.92	1,573.84	1,844.35
PA #4, ¼"-10 Cr. Rock in Stockpile	1,743.9	" "	3.35	1.92	3,348.29	5,842.07
PA #4, Hauling Cr. Rock in Stockpile	9,899	Yd. Mi.	0.12	0.11	1,028.70	1,187.88

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
PA #5, Purchase Excess 3/4"-¼" Cr. Rock in SP	3,487.13	Cu. Yd.	$1.50	$1.47	$ 5,164.42	$ 5,230.70
PA #5, Purchase Excess ¼"-0" Cr. Rock in SP	1,688.6	" "	1.50	1.47	2,482.24	2,532.90
SP Screen Rejection on Road	59	" "	0.25	0.25	14.75	14.75
SP Hauling Screen Rejections	491	Yd. Mi.	0.12	0.12	58.92	58.92
SP Screen Rejects in Stockpile	1,880.8	Cu. Yd.	0.25	0.25	470.20	470.20
Force Account					2,453.33	2,646.12
					$848,270.14	$866,125.02

Gross Revenue	$866,125.02
Total Cost	848,270.14
Net Profit	$ 17,854.88

Net Profit Equals 2.0% of Gross Revenue

LaGrande-North Powder Section

Detail of Cost

Labor:					
Supervision				$ 10,500.00	
Labor				249,767.80	
Labor Insurance				16,917.41	
					$277,185.21
Materials:					
18" Concrete Pipe	429	feet	at $1.75	$ 750.75	
24" " "	363	"	" 2.50	907.50	
36" " "	144	"	" 4.50	648.00	
36" Corr. Metal Pipe	56	"	" 9.15	512.40	
36" " " Bands	2		" 9.28	18.56	
12" Corr. Metal Siphon Pipe	80	feet	" 3.14	251.20	
12" " " " Bands	3		" 3.95	11.85	
24" Concrete Siphon Pipe	60	feet	" 3.25	195.00	
8" Concrete Sewer Pipe	222	"	" 0.45	99.90	
12" " " "	1,560	"	" 0.85	1,326.00	
15" " " "	833	"	" 1.20	999.60	
Catch Basin Grates & Frames	7		" 18.50	129.50	
Manhole Rings & Covers	11		" 35.00	385.00	
Sand	105	cu. yd.	at $3.75	393.75	
Cement	15	sacks	" 1.35	20.25	
Redi-Mix Concrete	151.47	cu. yd.	" 12.50	1,893.37	
Paving Asphalt in Class "B" & Freight	4,763	ton	" 27.96	133,173.48	
Asphalt in Shoulders & Freight	1,326.10	"	" 30.60	40,631.58	
Muck Sand Royalty				1,338.75	
					183,686.44
Equipment Rentals & Misc. Supplies:					
Equipment Rental, Owned				$220,777.68	
" " , Hired				40,481.90	
Gas, Oil & Grease				42,543.12	
Heating Oil				11,425.73	
Bond				6,490.44	
P.L. & P.D. Insurance				3,253.35	
P.U.C.				587.50	
Explosives & Drill Steel				17,977.00	
Small Tools & Misc. Supplies				5,500.00	
Move In, Freight & Cartage				12,400.00	
Home Office & General Overhead				25,961.77	
					387,398.49
Total Cost					$848,270.14

LaGrande-North Powder Section
Contract #3612

Remarks:

This was a "Federal Aid Project" for grading 3.39 miles and paving 24.27 miles of highway roadbed on the LaGrande-North Powder Section of the Old Oregon Trail Highway in Union and Baker counties.

The contract was bid and awarded December 20th, 1951. Work was started January 23rd, 1952, and the project completed November 10th, 1952.

The contractor moved in one D-8 cat and dozer and pioneered a road up to the face of the quarry at Station 470 to 476 on January 23rd, 1952. Gibson & Roberts, blasting contractors, moved in with their equipment, which consisted of one 315 cu. ft. compressor, one wagon drill, one service truck and one pickup, and started drilling January 28th, 1952. The rock drilled easy and broke small enough for crushing with the exception of a few rocks that required secondary shooting before being crushed.

The contractor moved in a Gradall truck shovel that was hydraulicly-operated and five men to install the culvert and siphon pipe. The pipe crew worked very efficiently, but bid prices on the pipe were too low. Therefore, only a small profit was realized.

The concrete work, which included the end basins, catch basins, manholes and curbs, was done by the Loree Building Service located at LaGrande.

The general excavation Location "A" was common material and was done with a D-4 Traxcavator with a 1½ cu. yd. bucket, and the material was hauled with Dumptors and trucks. Slow progress was made on this material due to the moisture in the roadway causing the hauling equipment to get stuck often.

The special borrow excavation was loaded with a 1½ cu. yd. shovel into six D-W 20's and hauled to the roadway, and the street work was done with a blade and rubber-tired roller. Fair production was made on the excavation, but the haul on the material was slowed up due to traffic and the soft condition of the grade.

The contractor started setting up the semi-portable, four-crusher crushing plant February 25th, 1952, approximately 1,000 feet southerly from the specified quarry site at Station 475. The contract called for general excavation Location "B". This material was solid rock which was drilled and blasted then loaded with a 1½ cu. yd. shovel into three Dumptors and hauled to the crushing plant and crushed into various sizes of oil rock and paving aggregate and 3/4" - 0" level course material. All crushed material was stockpiled adjacent to the crushing plant with the exception of a few yards of oil rock that was hauled and stockpiled a short distance from the plant.

Good production was made on the crushing. A total of approximately 140,000 cu. yd. was crushed in a total of 1,650 hours, for an average of 85 cu. yd. per hour.

When the grading was completed the cinder topping and the 3/4" - 0 level course were placed simultaneously. The 3/4" - 0 level course was loaded into the D-W 20's by a conveyor and hauled to the easterly end of the project, and on the return trip the hauling equipment was loaded with cinders by a 3/4 cu. yd. shovel and hauled to the westerly end, or the LaGrande end of the project. No profit was realized on the hauling of these materials, as all the haul on both materials were hauled up grade which slowed up the trucks and increased the cost.

Good production was made on placing the asphalt in the binder course, but, due to the low bid price on MC 2 asphalt, which was shipped in by rail, only a small profit was realized.

The contractor started moving in a new 4,000# batch standard paving plant February 20th, 1952, but the plant was not set up until the middle of May. Actual production was not started until May 26th, 1952. Slow progress was made for the first two weeks of operation due to adjustments of the new plant and establishing a good A.C. mix. The paving aggregate did not have sufficient fine material, and the contractor with the aid of the resident engineer found a source to obtain muck sand. This material was located southeast of LaGrande, which resulted in a 10- to 11-mile haul and a $0.25 per cu. yd. royalty. The contractor purchased 5,355 cu. yd. at this place. After this quantity had been hauled, another source was located adjacent to the highway at Station 1100, and the balance of the material was hauled from this source, which was about a 11.5-mile haul.

Good progress was made on the A.C. paving. A total of 81,221.875 tons was mixed and placed in a total of 700 hours' operating time, for an average of 116 tons per hour. The average haul on the A.C. mix was approximately 6.5 miles. Equipment used was one 4,000# batch standard paving plant, an average of fifteen 6 cu. yd. trucks, one Barber-Greene paver and two rollers.

The contractor started oiling the shoulders, which was on a price agreement, on September 9th, 1952, and was completed October 31st, 1952. The asphalt was shipped in insulated tank cars to LaGrande from Portland, Oregon and was reheated with a retort and hauled to the road in the contractor's transport and pumped into the distributor, then placed on the shoulders. An average of six 6 cu. yd. trucks placed the cover material on the shoulders.

The contractor had good supervision and good equipment but had low bid prices, resulting in only a small profit.

E. H. Clymer
Chief Cost Analyst

By . . George Kayser

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1953
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MAILING ADDRESS
P. O. BOX 628
CENTRALIA

"BY [illegible] UCK OR RAIL"

"NO JOB [illegible] LARGE OR TOO SMALL"

PHONE:
CENTRALIA 6-3331

SPECIFICATION
CONCRETE AGGREGATES
CRUSHED ROCK

EQUIPMENT RENTALS

PACIFIC SAND & GRAVEL CO.
GENERAL CONTRACTORS
●
BLAKESLEE JUNCTION
CENTRALIA, WASHINGTON

ASPHALTIC
CONCRETE PAVEMENT

HEAVY MACHINERY HAULING

FI-124 (a)
FI-3 1[illegible]

March 27, 1953

Oregon State Highway Department
Salem, Oregon

Subject: Contract #3612
La Grande-North Powder Section
of the Old Oregon Trail

Gentlemen:

This is in answer to your letter of March 17, 1953, advising us that you have a claim pending on the above subject contract which has not been cleared, which was filed by the Oregon Farm Bureau Insurance Co. in behalf of Roland W. George, caused by collision with a barrier.

We are notifying our Insurance Company today about this claim so that it can be immediately settled and that we may receive the balance of the funds owing us against this contract.

Yours very truly,

PACIFIC SAND & GRAVEL CO.

By Maryann Coleman
Maryann Coleman, Secretary-Treasurer.

MC:r

Copy: Dawson & Feek, Inc.
700 Third Avenue
Seattle, Washington

Copy: Morrell P. Totten Co.,Inc.
American Bldg.
Seattle 4, Washington

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OREGON
[illegible]

3-27-53

RECEIVED
MAR 25 1953
FOR FILING

March 24, 1953

Pacific Sand & Gravel Company
General Contractors
Blakeslee Junction
Centralia, Washington

Attention: Mr. R. P. Coluccio, President

Gentlemen:

I have discussed your claim dated March 17, for $4,073.05, based upon a cost differential of using muck sand from the Courtwright pit instead of the pit at Station 1102, with Mr. G. W. Harra, Materials Engineer.

Mr. Harra advises that his records show that, on June 10, Mr. Pierce, our inspector on the job, and Mr. Morrissey, your superintendent, took two samples from the road bank at Station 1103 and submitted them to the laboratory for analysis. The laboratory report stated that the material was suitable for use if the ¼" - 0" material being produced by the plant did not carry an excess of 10 - 40 material. The material being produced by the plant did carry an excess of 10 - 40; therefore, the material from Station 1103 could not be used.

On June 12 Mr. Morrissey submitted three additional samples, which were unsuitable because they contained a lot of material retained on the 200 and passing the 200, which again could not be used, since the plant was producing sufficient 200-mesh material.

About August 1 it was decided that more suitable material could be obtained by stripping the pit and opening it up to a considerable depth so that the material could be mixed in loading and not get some of the unfavorable material from the various stratifications which had apparently been obtained in the various samplings. After this was done it was found that material could be obtained which, blended with the plant material, would give a specification aggregate. Our records do not show whether there was any change in the plant material itself which aided the muck sand to qualify, but even that could have occurred.

Our specifications are written to make it desirable for the contractor to crush material to conform to our specifications, but we do permit the use of muck sand where this is not being done but require the contractor to furnish suitable material. The samples which were submitted from Station 1103 did not indicate suitable gradation, and the fact that a method of obtaining a suitable gradation was afterwards found does not throw any responsibility on the Highway Department, since it is not our duty to advise how to produce satisfactory material from a pit whose samples do not show the proper gradation. We are glad to assist the contractors in every way, and I know our Resident and Division Engineers did make every effort to help you find suitable and economical muck sand, but we cannot assume any financial obligation merely because there was some delay in obtaining a combination which when combined with the plant material would be specification aggregate, as that is strictly the responsibility of the contractor. I, therefore, cannot recommend your claim as being valid.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

HGS: me

cc Mr. H. G. Smith
Mr. G. W. Harra

March 19, 1953 . ASSIGNMENT .

No. [illegible]
By [illegible]

Description: **Letter and copy dated March 17 from Pacific Sand & Gravel Co., Centralia, Washington re claim in the amount of $4,873.05 on Contract No. 3612, LaGrande-North Powder Section.**

Acknowledged by _____ Referred to ___ SMITH _________

xxxInvestigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ____________________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 3-23-53 Report received ________
me

Remarks:

AILING ADDRESS:
P. O. BOX 628
CENTRALIA

"BY UCK OR RAIL"

"NO JO LARGE OR TOO SMALL"

PHONE:
CENTRALIA 6-3331

SPECIFICATION
CONCRETE AGGREGATES
CRUSHED ROCK
EQUIPMENT RENTALS

PACIFIC SAND & GRAVEL CO.
GENERAL CONTRACTORS

ASPHALTIC
CONCRETE PAVEMENT
HEAVY MACHINERY HAULING

BLAKESLEE JUNCTION
CENTRALIA, WASHINGTON

March 17, 1953.

PLEASE RETURN TO
W. C. WILLIAMS

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. W. C. Williams, Asst.Chief Engr.

W. C. WILLIAMS

Gentlemen:

In connection with the work performed in the construction of Contract No. 3612, LaGrande-North Powder, the final estimate of which has been recently received, there exists an item which is not included but which, it is felt, should be set forth for your information and consideration.

The following will explain in detail the particulars of this item and will form the basis of the claim which is herewith presented.

At the commencement of the paving operations we were notified by the Engineer that there would have to be included, in the mix, a certain amount of muck sand and in order to meet this requirement we located a source of such material at Sta. 1102+00 (approximately) and a sample was submitted to the Engineer for the necessary tests for suitability.

The material was reported upon unfavorably and as a consequence it was necessary to look elsewhere for muck sand. Through Mr. Hiatt, Res.Engr., we learned of the possibility of procuring sand from a source owned by one Allen Courtwright, a little S.E. of LaGrande, and samples from this source were submitted and reported upon favorably by the Highway Laboratory.

It was necessary, in order to use this material, to pay a royalty of $0.25 per cu. yd. and under this arrangement the agreement was made and the muck sand was brought to the plant and incorporated in the mix as required by the Engineer.

This arrangement was not as agreeable to us as would have been the exploitation of the first mentioned deposit for, in addition to the expense of the roualty, it was necessary to haul this material up the long, adverse grade over the summit, through the quarry detours and temporary roadaway and down to the plant. On July 31st, after 5355 cu.yds. of muck sand had been purchased and hauled to the plant from the Courtwright Pit, the State accorded permission to use the material from the originally located source at approximately Sta. 1102+00 and we immediately availed ourselves of this opportunity and from this time on, to the completion of the paving, muck sand from this source was used.

In referring to our itemized job costs it was apparent that the sand from the Courtwright Pit cost us $2.24½ per cu.yd., delivered at the paving plant, while the sand from Sta. 1102+00 cost $1.33½ per cu.yd. at the same destination, or a differential of $0.91 per cu.yd., twenty-five cents being the royalty and sixty-six cents the difference in transportation cost.

As 5355 cu.yds. were involved and the cost difference from the two specified sources amounted to $0.91 per cubic yard, we feel that we are entitled to the $4873.05 which we had to pay for the material purchased from the Courtwright Pit, and herewith request your consideration of the facts and amounts presented in this claim.

Respectfully submitted,

PACIFIC SAND & GRAVEL CO.

By
R. P. Coluccio, President.

RPC:r

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[illegible]

March 17, 1953

Pacific Sand and Gravel Company
Post Office Box 628
Centralia, Washington

Gentlemen:

This is to acknowledge your letter of March 13 concerning final payment on Contract No. 3612, awarded to your Company for work on the La Grande-North Powder Section of the Old Oregon Trail.

Our letter of March 13 apparently crossed your letter of March 13 in the mails. In our letter of that date we advised that final payment was ready to be made and would be made as soon as we were advised that an outstanding claim against the job had been cleared. We would appreciate knowing what disposition has been made of the claim which was filed by the Oregon Farm Bureau Insurance Company in behalf of Roland W. George caused by collision with a barrier.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

ILING ADDRESS:
P. O. BOX 628
CENTRALIA

"BY UCK OR RAIL"

"NO JO LARGE OR TOO SMALL"

PHONE:
CENTRALIA 6-3331

SPECIFICATION
CONCRETE AGGREGATES
CRUSHED ROCK
EQUIPMENT RENTALS

PACIFIC SAND & GRAVEL CO.
GENERAL CONTRACTORS

ASPHALTIC
CONCRETE PAVEMENT
HEAVY MACHINERY HAULING

BLAKESLEE JUNCTION
CENTRALIA, WASHINGTON

March 13, 1[illegible]3

Oregon State Highway Commission
Salem, Oregon

SUBJECT: State Contract No. [illegible].

Gentlemen:

Concerning the above subject contract which our company completed in October 1[illegible], we would like to know what is holding up the balance owing us on this contract.

I do realize that the final estimate will not come in to your office until a much later date, but will you kindly advise me as to what your procedure is on our final payment.

Very truly,

PACIFIC SAND & GRAVEL CO.

By Hyman Coleman
[illegible] Coleman, Secretary-Treasurer.

HC:r

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[illegible]
[illegible]
[illegible]

March 13, 1953

General Casualty Company of America
General Insurance Bldg.
Seattle 5, Washington

Attention: Surety Department

Gentlemen:

State Highway Contract No. 3612 for work performed on the La Grande-North Powder Section of the Old Oregon Trail in Union and Baker Counties was completed by the contractor, Pacific Sand & Gravel Co., on November 10, 1952 and was formally accepted by the Highway Commission on January 6, 1953.

Final payment in the amount os $26,694.44 will be released to the contractor on or after March 23, 1953, providing outstanding claim has been paid and this office advised. The total contract amount is $866,125.02, of which amount $2,646.12 represents force account items.

There is a claim filed against this project by the Oregon Farm Bureau Insurance Company on behalf of their insured, Roland W. George, for damage to his car in the sum of $132.97, of which you have been previously notified.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: J. C. Finlay
209 S. W. 4th Ave.
Portland, Oregon

NOTED ON CARD
[illegible]

RECEIVED
FOR FILING

March 13, 1953

Oregon Farm Bureau Insurance Co.
444 Marion Street
Salem, Oregon

Attention: Mr. L. C. Anderson
Claims Supervisor

Gentlemen:

Our records shown a claim filed by you on behalf of your insured, Roland W. George, for damages to his car in the sum of $132.97. It is alleged by you that Mr. George drove his car into an unlighted barrier that was being maintained by the Pacific Sand & Gravel Co. in connection with their contract No. 3612, on the La Grande-North Powder Section of the Old Oregon Trail in Union and Baker Counties.

Please notify us at once whether or not this claim has been satisfied so we can expedite final payment to the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
3-13-53

RECEIVED
FOR FILING

January 14, 1953

Pacific Sand & Gravel Co.
P. O. Box 628
Centralia, Washington

Gentlemen:

The State Highway Commission, at its meeting held on January 6, 1953, had under discussion your request for an extension of time of 10 days, from October 31 to November 10, 1952, within which to complete your contract No. 3612 for grading and paving on the La Grande-North Powder Section of the Old Oregon Trail in Union and Baker Counties.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

A. F. Larson
cc: ~~F. Chidsey,~~
Division Engineer

John C. Hiatt,
Resident Engineer

H. G. Smith,
Construction Engineer

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1952
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December 29, 1952

Request for extension of time
No. 23
January 6, 1953 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Pacific Sand and Gravel Co. for an extension of time on Contract No. 3412, La Grande-North Powder Section of the Old Oregon Trail Highway, from October 31, 1952 to November 10, 1952.

Because of an extremely large slide on this section, the contractor was forced to move considerably more material than originally programmed and was unable to do the surfacing and paving through the slide area until the slide was removed.

The overrun was not the fault of the contractor and I therefore recommend that the extension be granted without penalty. Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Enclosure

cc Mr. H. G. Smith

HGS lg

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DEC 29 1952
FOR FILING

FI-121(-)
FI-131(-)
[illegible]

December 26, 1952

General Casualty Company of America
General America Agency
707 N. W. 19th Ave.
Portland, Oregon

Attention: Mr. J. C. Finlay

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Pacific Sand & Gravel Co., assigned to Centralia Branch, The National Bank of Seattle, in connection with contract No. 3612, for grading and paving on the La-Grande-North Powder Section of the Old Oregon Trail in Union and Baker Counties.

NOTED
H. B. GLAISYER

This payment, in the amount of $49,926.93, will be released to the contractor on or after January 5, 1953. The retained percentage is $25,961.77.

There is a claim filed against this project by the Oregon Farm Bureau Insurance Company for damage to car, due to collision with barrier not provided with warning flares, in the sum of $132.97, of which you have been previously notified.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Department

NOTED ON CARD

RECEIVED
DEC [illegible] 1952
FOR FILING

FI-139
FI-[illegible]

December 16, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 3612, La Grande - North Powder Section of the Old Oregon Trail Highway, Ore. FI-139 (6) and FI-321 (5), from October 31, 1952 to November 19, 1952, to Pacific Sand & Gravel Co., Contractors.

Because of an extremely large slide on this section the contractor was forced to do considerably more grading work than was anticipated, and was unable to do the surfacing and paving through the slide area until the slide could be removed.

The overrun was not the fault of the contractor, and I would therefore recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

EAP:sh

cc H. G. Smith

RECEIVED
NOV 19 1952
FOR FILING

FI-[illegible]
FI-[illegible]
[illegible]

November 17, 1952

Mr. C. G. Polk
District Engineer
Department of Commerce
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on November 10, 1952, on Contract No. 3612, La Grande-North Powder Section, in connection with Federal Aid Project No. FI-139 (6), FI-321 (5).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:gs

cc: John Cattrall

Form E-1—10M—11-51

FI-139(6)
FI-321(5

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

Final
No. 42

Section: La Grande-North Powder
For Week Ending: Nov. 10(Monday), 1952
Highway: Old Oregon Trail
Kind of work: Grading & Paving
Contractor: Pacific Sand & Gravel Co.
Section prefix: 31-1027 FI-139(6), FI-321(5)
Date of contract: Dec. 20, 1951
Contract number: 3612
Date work started: Jan. 23, 1952
Date of completion: Oct. 31, 1952
Estimated date of completion: Complete, 19
Amount of contract: $848,677.00
Per cent of time elapsed: 103 %
Estimated cost of completed project, exclusive of engineering: $866,000.00
Per cent of contract completed, based on total contract price: 100 %
Engineering cost to date $39,000.00, 57.2 %
Date project was completed: Nov. 10, 1952

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Dressing of shoulders through section between quarry and plant site (station 464 to 506) was completed this week.

Job completed.

NOTED

RECEIVED
[illegible]
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
K. D. LYTLE

Signed: J. C. Hutt
Address: La Grande, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.39	Cinders	Leveling course and shoulders		24.27
Miles partially completed					
Miles completed	3.39		24.27		24.27
Total estimated quantities	173,800	30,226	55,356		81,222 tons
Estimated quantities moved or placed to date	173,800	30,226	55,356		81,222 tons
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			16		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders 1, Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers 1, Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday	Fair & cool all week.		
Thursday			
Friday			
Saturday			

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OCT 7 - 1952
FOR FILING

FI-139(6)
FI-321(5)

September 30, 1952

Mr. C. C. Folk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering channel change and correction of slide sections on the La Grande-North Powder Section of the Old Oregon Trail in Union and Baker Counties, Contract No. 3612, in connections with Federal Aid Projects FI-139 (6) and FI-321 (5).

It is necessary to divert the creek from the toe of the fill between Stations 427 and 439 to prevent washing of the toe of the fill. Slides have caused crevices in cuts at various stations and it is necessary to repair these sections as they will act as traps for water and are otherwise dangerous for stock.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DHP:mlr

Encl.

RECEIVED
SEP 5 1952
FOR FILING

September 4, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is in reply to your letter of August 28, requesting information relating to shoulder oiling proposed to be done on the La Grande-North Powder Section, Projects FI-139 (6) and FI-139 (5).

1. The inside edge of the oil mat surface is proposed to be laid flush with the surface of the asphaltic concrete pavement.

2. The slope of the shoulder is proposed to be 3/4" to 1'.

3. Shoulder oil rock is to be obtained from the same source as are other surfacing materials.

4. The rates of application for MC and 200-300 asphalt are to be reduced to 0.4 gal. and 0.25 gal., respectively.

5. The bid price of $2.00 for 3/4" - 0 material in binder course is obviously a "below-cost" price. Bids of the six other bidders ranged from $3.00 to $4.00. The shoulder rock is more comparable with aggregate in seal coat for which bids ranged from $3.00 to $5.50. Under the circumstances, we consider $3.50 to be a reasonable price for the shoulder rock.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

August 28, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: LaGrande-North Powder Section
of the Old Oregon Trail.
Projects FI-139(6) and FI-321(5)

Dear Sir:

Reference is made to Price Agreement No. 3 covering shoulder oiling on the above projects as submitted with your August 26 letter.

Before acting on this agreement, we will need information and justification on the following:

1. Will the inside edge of the oil mat surface be flush with the edge of the asphaltic concrete pavement? Some States drop the shoulder slightly below the pavement edge. Flush
2. What slope will the finished shoulders have? 3/4" to 1
3. Will the shoulder oil rock be obtained from the same pit as produced the other surfacing materials? No
4. The rate of application for both MC-2 and 200-300 asphalt appears excessive. .4 [illegible] MC .25 200-300
5. How is the price of $3.50 per cubic yard for 3/4"-0 crushed rock cover justified in view of the contract price of $2.00 per yard for identical rock used in the binder course, the construction of which is similar to the first step construction of the shoulder mat? No price 3.[illegible]

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
[illegible]
OREGON
[illegible] COMMISSION

NOTED
W. C. WILLIAMS

[illegible] has the [illegible] the — [illegible] matter.

August 28, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: LaGrande-North Powder Section
of the Old Oregon Trail.
Projects FI-139(6) and FI-321(5)

Dear Sir:

Reference is made to Price Agreement No. 3 covering shoulder oiling on the above projects as submitted with your August 26 letter.

Before acting on this agreement, we will need information and justification on the following:

1. Will the inside edge of the oil mat surface be flush with the edge of the asphaltic concrete pavement? Some States drop the shoulder slightly below the pavement edge.
2. What slope will the finished shoulders have?
3. Will the shoulder oil rock be obtained from the same pit as produced the other surfacing materials?
4. The rate of application for both MC-2 and 200-300 asphalt appears excessive.
5. How is the price of $3.50 per cubic yard for 3/4"-0 crushed rock cover justified in view of the contract price of $2.00 per yard for identical rock used in the binder course, the construction of which is similar to the first step construction of the shoulder mat?

Very truly yours,

C. G. POLK
District Engineer

RECEIVED
OREGON
[illegible] HIGHWAY COMMISSION

RECEIVED

FOR FILING

FORM E-30X 25M 6-51 50116

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
August 26, 1952

SUBJECT:

To:

Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

On Mr. Hiatt's Weekly Report of August 16th he increased the estimated cost of the completed project to $949,00. to take care of maintenance rock requirements covered by a Price Agreement submitted last week.

The Weekly Report of August 22nd has reduced this figure by reducing the AC Pavement requirements by approximately 8,000 tons.

Very truly yours,

3617

E. F. CHILSEY
Division Engineer

EFC/pd

Mr. Williams:

This occassioned by your note on Hiatt's weekly report

RECEIVED

OFFICE OF
CONSTRUCTION ENGINEER

Form PR 2 (Revised 1946)

State Oregon

Project No. FI-139(6)

Federal Aid

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 10th day of July, 1952, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 1st day of December, 1950, a program, which was approved on the 5th day of January, 1951, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 5th day of December, 1951; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred four thousand and 00/100 dollars ($104,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-3

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State **Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.** (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between **survey station 0+00 at the East city limits of LaGrande and survey station 93+00 at the north boundary of Section 22, T-3-S, R-38-E, W.M., without exception**, length **2.556** miles, in **Union** County, being **Oregon Federal Aid** project No. **FI-139(6)**, consisting of **2.556** miles of roadway and **no** bridges, ~~each~~ of more than 20 feet clear span, [illegible]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred four thousand and 00/100 dollars ($104,000.00), which does not exceed the authorized Federal pro rata share of one hundred sixty-seven thousand nine hundred ninety-three and 65/100 dollars ($167,993.65), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,

By

Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-2

RECEIVED
JUL 9 1932
OREGON DISTRICT

Oregon State Highway Department

Federal Aid Project
No. FI-139 (6)

[illegible] OF THE

[illegible] COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, March 19, 1952

Type Code 6201
4-Lane Pavement (Sta. 0+00 to 30+00)

All Required		Clearing and Grubbing (15%)		$ 750.00
1,490	cu. yds.	Structural Excavation, Unclassified	$ 2.50	3,725.00
8,000	cu. yds.	Special Borrow Excavation, Unclassified	.38	3,040.00
5,000	cu. yds.	General Excavation, Location "A", Unclassified	.58	2,900.00
43,000	yd. mi.	Truck Haul on Special Borrow	.12	5,160.00
0.57	mile	Finishing Roadbed & Slopes	800.00	456.00
20	lin. ft.	24" Concrete Siphon Pipe	5.10	102.00
4	cu. yds.	Concrete End Basins	46.00	184.00
250	lin. ft.	8" Sewer Pipe	1.85	462.50
1,700	lin. ft.	12" Sewer Pipe	2.25	3,825.00
900	lin. ft.	15" Sewer Pipe	2.60	2,340.00
8	only	Concrete Catch Basins	72.00	576.00
7	only	Concrete Manholes	248.00	1,736.00
130	cu. yds.	Concrete Curbs	48.00	6,240.00
1,500	cu. yds.	Selected Cinder Topping	.32	480.00
24,000	yd. mi.	Hauling Cinder Topping	.07	1,680.00
2,500	cu. yds.	3/4" - 0 Rock in Leveling Course	1.80	4,500.00
200	M-gals.	Sprinkling	2.00	400.00
0.57	mile	Preparation of Base	150.00	85.50
100	cu. yds.	3/4" - 0 Material in Binder Course	2.00	200.00
20	tons	Furnishing & Placing RC-2 Asphalt in Binder Course	40.00	800.00
3,000	tons	Class "B" Asphaltic Concrete	5.45	16,350.00
10	tons	RS-1 Emulsified Asphalt in Tack and Seal Coat	45.00	450.00
100	cu. yds.	Aggregate in Seal Coat	3.75	375.00
			Subtotal	$56,817.00
			10% Engr. & Cont.	5,681.70
			Total	62,498.70

Length of Roadway 0.568 mile
Cost per Mile $110,032.92

Type Code 6A 1
2-Lane Roadway (Sta. 30+00 to 93+00)

All Required		Clearing and Grubbing (60%)		$ 3,000.00
200	cu. yds.	Structural Excavation, Unclassified	$ 2.50	500.00
13,000	cu. yds.	Special Borrow Excavation, Unclassified	.38	4,940.00
17,700	cu. yds.	General Excavation, Location "A", Unclassified	.58	10,266.00
16,000	yd. stas.	Short Overhaul	.02	320.00
2,500	C-yd. stas.	Long Overhaul	.50	1,250.00
84,000	yd. mi.	Truck Haul on Special Borrow	.12	10,080.00
1.99	miles	Finishing Roadbed & Slopes	800.00	1,592.00
50	lin. ft.	12" Concrete Pipe	1.70	85.00
330	lin. ft.	18" Concrete Pipe	3.10	1,023.00
360	lin. ft.	24" Concrete Pipe	4.10	1,476.00
80	lin. ft.	36" Concrete Pipe	7.50	600.00
130	lin. ft.	36" Corrugated Metal Pipe	13.00	1,690.00
80	lin. ft.	12" Corrugated Metal Siphon Pipe	3.00	240.00
4	cu. yds.	Concrete End Basins	46.00	184.00
8,000	cu. yds.	Selected Cinder Topping	.32	2,560.00
120,000	yd. mi.	Hauling Cinder Topping	.07	8,400.00
5,000	cu. yds.	3/4" - 0 Rock in Leveling Course	1.80	9,000.00
500	M-gals.	Sprinkling	2.00	1,000.00
1.99	miles	Preparation of Base	150.00	298.50
300	cu. yds.	3/4" - 0 Material in Binder Course	2.00	600.00
50	tons	Furnishing and Placing MC-2 Asphalt in Binder Course	40.00	2,000.00
6,000	tons	Class "B" Asphaltic Concrete	5.45	32,700.00
30	tons	RS-1 Emulsified Asphalt in Tack and Seal Coat	45.00	1,350.00
200	cu. yds.	Aggregates in Seal Coat	3.75	750.00
		Subtotal		95,904.50
		10% Engr. & Cont.		9,590.45
		Total		105,494.95

Length of Roadway	1.988 miles
Cost per Mile	$53,065.87

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
4-Lane Roadway	$ 52,498.70	$38,691.00	$13,807.70
2-Lane Roadway	105,494.95	65,309.00	40,185.95
	$157,993.65	$104,000.00	$53,993.65

State Funds for Construction: Chapter 175, laws 1917: chapter 31, laws 1920:
Chapter 529, laws 1939.
State Funds for Maint: Chapter 529, laws 1939.

Oregon State Highway Department

Federal Aid Project
No. FI-139 (6)

LA GRANDE-NORTH POWDER SECTION OF THE OLD OREGON TRAIL IN UNION COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 29, 1951

Type Code 6201
2-Lane Pavement (Sta. 0+00 to 30+00)

All Required		Clearing and Grubbing (15%)		$ 450.00
1,490	cu. yds.	Structural Excavation, Unclassified	$ 3.00	4,470.00
8,000	cu. yds.	Special Borrow Excavation, Unclassified	.40	3,200.00
5,000	cu. yds.	General Excavation, Location "A", Unclassified	.40	2,000.00
43,000	yd. mi.	Truck Haul on Special Borrow	.18	7,740.00
0.57	mile	Finishing Roadbed & Slopes	600.00	342.00
20	lin. ft.	24" Concrete Siphon Pipe	7.25	145.00
4	cu. yds.	Concrete End Basins	85.00	340.00
250	lin. ft.	8" Sewer Pipe	1.50	375.00
1,700	lin. ft.	12" Sewer Pipe	2.00	3,400.00
900	lin. ft.	15" Sewer Pipe	2.30	2,070.00
8	only	Concrete Catch Basins	75.00	600.00
7	only	Concrete Manholes	200.00	1,400.00
130	cu. yds.	Concrete Curbs	55.00	7,150.00
1,500	cu. yds.	Selected Cinder Topping	.35	525.00
24,000	yd. mi.	Hauling Cinder Topping	.08	1,920.00
2,500	cu. yds.	3/4" - 0 Rock in Leveling Course	1.85	4,625.00
200	M-gals.	Sprinkling	2.50	500.00
0.57	mile	Preparation of Base	150.00	85.50
100	cu. yds.	3/4" - 0 Material in Binder Course	2.85	285.00
20	tons	Furnishing & Placing MC-2 Asphalt in Binder Course	45.00	900.00
3,000	tons	Class "B" Asphaltic Concrete	5.75	17,250.00
10	tons	RS-1 Emulsified Asphalt in Tack and Seal Coat	48.00	480.00
100	cu. yds.	Aggregate in Seal Coat	4.50	450.00
			Subtotal	$60,702.50
			10% Engr. & Cont.	6,070.25
			Total	$66,772.75

Length of Roadway	0.568 mile
Cost per Mile	$117,557.65

Type Code 6201
2-Lane Roadway (Sta. 30+00 to 93+00)

All Required		Clearing and Grubbing (60%)		$ 1,800.00
200	cu. yds.	Structural Excavation, Unclassified	$ 3.00	600.00
13,000	cu. yds.	Special Borrow Excavation, Unclassified	.40	5,200.00
17,700	cu. yds.	General Excavation, Location "A", Unclassified	.40	7,080.00
16,000	yd. stas.	Short Overhaul	.02	320.00
2,500	C-yd. stas.	Long Overhaul	.50	1,250.00
84,000	yd. mi.	Truck Haul on Special Borrow	.18	15,120.00
1.99	miles	Finishing Roadbed & Slopes	600.00	1,194.00
50	lin. ft.	12" Concrete Pipe	2.50	125.00
330	lin. ft.	18" Concrete Pipe	3.50	1,155.00
360	lin. ft.	24" Concrete Pipe	5.00	1,800.00
80	lin. ft.	36" Concrete Pipe	10.00	800.00
130	lin. ft.	36" Corrugated Metal Pipe	11.00	1,430.00
80	lin. ft.	12" Corrugated Metal Siphon Pipe	3.25	260.00
4	cu. yds.	Concrete End Basins	85.00	340.00
8,000	cu. yds.	Selected Cinder Topping	.35	2,800.00
120,000	yd. mi.	Hauling Cinder Topping	.08	9,600.00
5,000	cu. yds.	3/4" – 0 Rock in Leveling Course	1.85	9,250.00
500	M-gals.	Sprinkling	2.50	1,250.00
1.99	miles	Preparation of Base	150.00	298.50
300	cu. yds.	3/4" – 0 Material in Binder Course	2.85	855.00
50	tons	Furnishing and Placing MC-2 Asphalt in Binder Course	45.00	2,250.00
6,000	tons	Class "B" Asphaltic Concrete	5.75	34,500.00
30	tons	RS-1 Emulsified Asphalt in Tack and Seal Coat	48.00	1,440.00
200	cu. yds.	Aggregates in Seal Coat	4.50	900.00
			Subtotal	$101,617.50
			10% Engr. & Cont.	10,161.75
			Total	$111,779.25

Length of Roadway 1.988 miles
Cost per Mile $56,226.98

SUMMARY OF FUNDS

Description	Total Cost	Federal ~~Urban~~ Funds	State Funds
4-Lane Roadway	$ 66,772.75	$ 41,136.00	$25,636.75
2-Lane Roadway	111,779.25	68,864.00	42,915.25
	$178,552.00	$110,000.00	$68,552.00

RECEIVED
JUN 18 1952
FOR FILING

June 10, 1952

NOTED
W. C. WILLIAMS

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the excavating and backfilling unstable portions of the subgrade on the La Grande-North Powder Section of the Old Oregon Trail Highway in Union and Baker Counties, Contract No. 3612, in connection with Federal Aid Project No. FI-139 (6) and FI-321 (5).

This work is necessary to stabalize portions of the subgrade before surfacing is placed.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

DBF:tp

Encl.

RECEIVED
FOR FILING
FORM E-30X 25M 11-50 44702

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 24, 1952

SUBJECT:

To: Mr. E. F. Chidsey
Division Engineer
State Highway Dept.
La Grande, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

The subcontract between the Pacific Sand & Gravel Co. and Gibson and Roberts, covering blasting in connection with General Excavation Location "B" covered under Item 5 on Contract No. 3612, La Grande - North Powder Section of the Old Oregon Trail Highway, Ore. FI 139 (6) and FI 321 (5), is approved, and you may so inform the interested parties.

Four copies of the subcontract are being returned for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

Enc.

cc W. C. Williams
C. G. Polk (2)

RECEIVED
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 20, 1952

SUBJECT:

NOTED
W. C. WILLIAMS

To:
Mr. E. F. Chiasey
Division Engineer
State Highway Dept.
La Grande, Oregon

Dear Sir:

The subcontract between the Pacific Sand and Gravel Co., and Loree Building Service, covering Items 17, 21, 22 and 23, on the La Grande - North Powder Contract No. 3612, Ore. FI 139 (6) and FI 321 (5), is approved.

Four copies of the subcontract are returned herewith.

Very truly yours,

[illegible] C. Smith
Construction Engineer

By

[illegible]
Construction Office Engineer

EAP:sh

Enc.

cc W. C. Williams ✓
C. G. Polk (2)

RECEIVED
FOR FILING

3176

February 25, 1952

Mr. C. G. Polk, District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

This will acknowledge your letter of February 6, setting forth Mr. Hilts' comments relative to certain design features on Projects FI-139 (6) and FI-321 (5), Ladd Canyon Section of the Old Oregon Trail.

On the basis of the second paragraph of your letter, you indicate no objection to the four-lane undivided section on Project FI-139 (6), Station 0 to 28.

Turning to the intersection design in the vicinity of Station 1206 (sheet No. 11), your comments are well taken. You raised the general question as to whether the plan of treatment is not overdesigned, in the light of relatively low traffic volumes. The basic warrant for design as shown is not by reason of volume requirements, but rather the high speeds which prevail and the accident experience which we have had under this circumstance. The accident experience has not been one of high incidence; however, such accidents as have occurred have been rather severe from the standpoint of personal injury and fatality. Many of the accidents are traceable, directly or indirectly, to left-turn maneuvers. It is not believed that a simple four-lane section with a double line centerline would accomplish our objective.

We are in full accord with your thought that it is poor practice to introduce a curbed median on a two-lane highway without widening the pavement on each side to 20 feet or more. It is further pointed out in your comments, and with respect to the intersection in question, that median delineation as called for in the plan is not a positive barrier, and, further, ample shoulder is provided for relief in the instance of a disabled vehicle.

With regard to the reverse curve, particularly for through traffic, we will revise the plans, using reversing 0° 30' curves. Likewise, for the traffic entering the median lanes to make a left turn, we will revise these transitions using reversing 6° curves.

In reviewing the plan, it is felt advisable to delineate the median area with raised jiggle bars, in lieu of traffic paint as called for on the plans.

Turning to the intersection at Station 93, in line with your comments with regard to intersectional treatment at Station 1206, we will ease the transition for vehicles moving into the left-turn refuge by transiting with reversing 6° curves, in lieu of the 20° as shown on the plan. Likewise, on the median section immediately south of Station 93 we will delineate the easterly edge of the median area with 6° curve, in lieu of the 20°, 60° and 1° as now shown on the plan. Here again, we believe it would be advisable to delineate the median area with raised jiggle bars, in lieu of traffic paint as indicated on the plans—we will revise the plans accordingly.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

FBC:sc me
Encl. (Plans)
cc Mr. H. G. Smith
Mr. F. B. Crandall

FORM E-90 25M 6-51 48719

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 19, 1952

SUBJECT: Polk's Letter of February 6
RE: La Grande - North Powder Job
Assign. WCW-3176

To: Mr. W. C. Williams

In accord with the above indicated subject and assignment, I have reviewed comments and set down my thoughts in the attached suggested draft of response. I might say that I was unable to discuss this matter directly with Mr. Smith due to his absence; however, I did talk with Mr. Lytle and he concurs with the thoughts as set down in the attached.

While on this particular thing, I think on this matter of transitions on high-speed highways we should hold to the 30 minute reversing curve when at all possible, and, in any event, nothing more severe than 1° reversing. You will note that I have discussed jiggle bars in lieu of traffic paint as called for in the plans—you may not concur in this, but I personally think it would be advisable. Another minor item on Sheet No. 8-A, they have the median bars at the wrong angle.

FB Crandall
F. B. Crandall
Traffic Engineer

FBC:sc
attachment

ASSIGNMENT

No. 317

By wcw

ruary 8, 1952

cription: Letter of February 6 from Mr. Polk relative to the design of Projects FI 139 (6) and FI 321 (5), Ladd Canypn Section of the Old Oregon Trail

Acknowledged by _ _ _ _ _ Referred to _ Crandall _ _ _ _ _ _ _ _ _

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
xx Return with rough draft of reply for Mr. Baldock
Please prepare for _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ signature

Assignment executed 2-20-52 Report received _ _ _ _ _ _ _

PLEASE RETURN TO
W. C. WILLIAMS

Remarks: Discuss with H. G. Smith.
WCW

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

February 6, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

PLEASE RETURN TO
W. C. WILLIAMS

Dear Sir:

Mr. Hilts of our Washington Office has made the following comments relative to the design of Projects FI 139(6) and FI 321(5) Ladd Canyon Section of the Old Oregon Trail:

"In reference to the fourth paragraph in Division Engineer Lynch's memorandum of December 17, 1951, concerning the 4-lane undivided section on FI-139(6), Station 0 to 28 (see sheets numbers 2, 3, and 4), we offer no objection to the omission of a median here. Please refer to the general comments regarding narrow medians made in my memorandum of December 29, 1951, on Oregon Project BFI-189(9).

We note with considerable interest the design of intersections in the vicinity of Stations 93 and 1206, where a median area delineated by diagonal paint stripes is introduced in the 2-lane highway. See sheets numbers 8, 8A, and 11. For the indicated through traffic volume of less than 3,000 ADT in 1965 and presumably low cross volume and turning movements, there may be some question as to the justification for widening to a 4-lane paved area about 500 feet long as compared to a shorter section flared from a 2-lane to a 4-lane width near the crossing without the striped median.

The intersection at Station 93 is a special condition, calling for some form of channelization. However, for the nearly 90-degree crossing at Station 1206, if a 4-lane width is to be provided, we wonder if a prominent centerline barrier stripe might not be more satisfactory in operation than the proposed median lane striping plan. If you consider the circumstances proper, a suggestion could be made that the State pave the area as proposed but try it on a centerline stripe basis for an interval before painting on the diagonal stripe basis. By observations of traffic behavior and general experience with both conditions it may be possible to evaluate the suitability of this new plan. If you have further explanation on the background for development of this intersection plan or can obtain any sort of experience record on it or on a similar one, we would much appreciate being advised.

In general, we have discouraged introduction of a curbed median on a 2-lane highway without widening the pavement on each side to about 20 feet or more. This plan, with 12- to 14-foot widths outside the diagonal striped median presumably would avoid this objection because of the flush section.

It is noted that the reverse curve path for through traffic is questionably abrupt for a 60 to 70 mph design speed, as would appear to be the case here. Further, the path for traffic entering the median lanes to make an off left turn is extremely abrupt."

It is our belief that the centerline stripe at Station 1206 as suggested in the third paragraph of the above quoted letter would defeat the result you want to obtain, namely, to provide a refuge for slowed or stopped cars prior to making left turn movements. However, we would appreciate your comments on this suggestion as well as other points raised by Mr. Hilts. Apparently our Washington Office has had but little experience with striped median lines and is desirous of securing whatever information thereon as you may be able to furnish.

Very truly yours,

G Polk

C. G. Polk
District Engineer

RECEIVED
FEB 7 1952
FOR FILING

February 6, 1952

General Casualty Company of America
Seattle 5, Washington

Attention: Mr. Willard G. Sweany
Attorney-in-fact

Gentlemen:

I thank you for your letter of February 4, 1952, in which you consent to the assignment given by the Pacific Sand and Gravel Company to the Centralia Branch of the National Bank of Commerce of Seattle, Centralia, Washington, of all monies now due or which may hereafter become due to the company in connection with its contract with the Oregon State Highway Commission's Contract No. 3612, for grading and paving the LaGrande-North Powder Section of the Old Oregon Trail in Union and Baker Counties.

This letter satisfies our requirements and payments to the Pacific Sand and Gravel Company will be made in conformity with the provisions of the assignment.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:mhs
cc: Mr. Sheridan P. Gallagher
Pacific Sand & Gravel Co.

NOTED ON CARD
2-6-52

RECEIVED
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FOR FILING

ms Lemia

February 6, 1952

Mr. Sheridan P. Gallagher, Manager
Centralia Branch
The National Bank of Commerce of Seattle
Centralia, Washington

Dear Mr. Gallagher:

The matter of the assignment given by Pacific Sand and Gravel Company to the Centralia Branch of The National Bank of Commerce of Seattle, has now been satisfactorily disposed of, as you will note from copies of letters which I enclose.

We will honor the assignment which you will note has been consented to by the General Casualty Company of America, and have instructed our auditor to prepare vouchers and warrants in connection with this job in conformity with the provisions of the assignment. The warrants will be mailed directly to the bank.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:mhs
encls.

cc: C. H. Maison

2-6-52,

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FOR FILING

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[illegible]
3416

COPY

GENERAL CASUALTY COMPANY
OF AMERICA

Seattle 5

February 4, 1952

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Department
Salem, Oregon

Dear Mr. Glaisyer:

Bond No. 224572 - Pacific
Sand and Gravel Co.

This refers to your January thirtieth letter and our telephone conversation late Friday afternoon, February first. We regret the delay and inconvenience caused by our misunderstanding of your requirements. Your telephone comments on Friday clarified the position of your Department.

The General Casualty Company of America, as Surety, hereby consents to the assignment given to the National Bank of Commerce by the Pacific Sand & Gravel Co. without prejudice to any rights we may have as Surety.

GENERAL CASUALTY COMPANY OF AMERICA

By /s/ Willard G. Sweany
Attorney-in-fact

COPY

FOR FILING

3612

January 30, 1952

Mr. Willard G. Sweany
Surety Department
General Casualty Company
of America
Seattle 5, Washington

Dear Mr. Sweany:

I am today in receipt of a carbon copy of a letter directed to you by Mr. Sheridan P. Gallagher, Manager of the Centralia Branch, National Bank of Commerce of Seattle, Centralia, Washington, and note that he has furnished you a copy of the assignment which Pacific Sand and Gravel Company has given to the bank of monies earned by the company in connection with its contract No. 3612 for grading and paving LaGrande-North Powder Section of the Old Oregon Trail in Union and Baker Counties, Oregon.

You therefore are familiar with the contents of the assignment, so I am asking you now for a letter consenting to the assignment without any qualifying conditions such as is contained in your letter of January 24 directed to the State Highway Commission, my attention.

We would like very much to assist in this matter as much as we possibly can, but we are obliged to follow the procedures outlined by the State Highway Commission in matters of this kind.

Trusting that I may hear from you shortly, I remain

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls
CC: Mr. Sheridan P. Gallagher

GENERAL CASUALTY COMPANY OF AMERICA
H K DENT
PRESIDENT
GENERAL
CASUALTY COMPANY OF AMERICA
SEATTLE 5

January 24, 1952

Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. B. Glaisyer, Secretary

Gentlemen:

Contract No. 3612
Pacific Sand & Gravel Co., Contractor

Pursuant to your letter of January 18, 1952, in which you advise us that our letter of January 14, 1952 does not meet your requirements as sufficient to release money to the National Bank of Commerce of Seattle, Centralia Branch, under their assignment from Pacific Sand & Gravel Company, we will attempt to clarify for you our position.

Since we have never received a copy of the assignment in question, we do not know for certain what it purports to assign. However, we have no objection to the earned estimates being paid to the National Bank of Commerce of Seattle, Centralia Branch, under a proper assignment, provided that at the time of the payment of any such earned estimate the contractor, Pacific Sand & Gravel Company, is not in default nor in immediate danger of default under its contract with you.

However, in the event that Pacific Sand & Gravel Company defaults on any of the obligations in its contract or you have notice of facts which indicate that such a default is imminent, we expressly reserve all rights which we have as surety to have any money due and unpaid under the contract, any retention, any sum for extras, or any other monies due applied to the completion of the work under the contract, rather than to any assignment to the National Bank of Commerce of Seattle, Centralia Branch, or any other bank, or any other assignee of Pacific Sand & Gravel Company.

We trust this will satisfactorily explain the rights which we wish to reserve, as surety, in connection with this contract.

Very truly yours,

Willard G. Sweany

Surety Department

Willard G. Sweany
ta

ANSWERED
H. B. GLAISYER

NATIO L BANK OF COMMERCE OF ATTLE

COPY

January 29, 1952

Mr. Willard G. Sweany
General Casualty Company of America
Surety Department
General Insurance Building
Seattle, Washington

Dear Willard:

Thank you for the copy of your letter of January 24 to Mr. Glaisyer, Secretary of the Oregon State Highway Commission, relative to Pacific Sand and Gravel's contract.

I am enclosing a copy of the assignment which we filed in duplicate with the Oregon State Highway Commission, and trust that it will enable you to have a little more definite information as to its provisions.

Sincerely yours,

Sheridan P. Gallagher
Manager

SPG:FO

cc: Mr. H. B. Glaisyer

January 18, 1952

Mr. Willard G. Sweany
Surety Department
General Casualty Company of America
Seattle 5, Washington

Dear Mr. Sweany:

I have your letter of January 14, 1952 regarding the assignment given by the Pacific Sand & Gravel Co. to the Centralia Branch of The National Bank of Commerce of Seattle. This concerns monies earned by the Pacific Sand & Gravel Co. in connection with its contract No. 3612 with the Oregon State Highway Commission for grading and paving the LaGrande-North Powder Section of the Old Oregon Trail, in Union and Baker Counties, Oregon.

In your letter you state that you have been informed by the bank that the bank plans to take an assignment from the Pacific Sand & Gravel Co., and that you have knowledge that the bank plans to file such an assignment. However, you do not definitely state that you consent to the assignment of the funds. According to the assignment which I have, the company assigns to the bank all monies now due or which may hereafter become due the company in connection with this job.

According to our present procedure, we must have a letter from the surety on the bond furnished in connection with this job consenting to the assignment without prejudice to the bond. We shall be pleased to honor the assignment upon receipt of such consent from the General Casualty Company of American, which is surety on the bond furnished in connection with this project. Your letter of January 14 does not satisfy the requirements of our Legal Department, and we cannot make payments to the bank without such letter of consent.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls

cc: Centralia Branch
The National Bank of Commerce of Seattle
Centralia, Washington
Attention: Mr. Sheridan P. Gallagher, Manager

January 18, 1952

Mr. Sheridan P. Gallagher, Manager
Centralia Branch
The National Bank of Commerce of Seattle
Centralia, Washington

Dear Mr. Gallagher:

I wish to acknowledge receipt of your letter of January 15, 1952 with further reference to the assignment given the bank by Pacific Sand & Gravel Co. of Centralia of funds earned in connection with its contract with the State Highway Commission for grading and paving the La-Grande-North Powder Section of the Old Oregon Trail.

I cannot, however, return to you the copy of your letter of January 10, 1952 receipting for and acknowledging the assignment because the letter that you forwarded from the General Casualty Company of America does not meet the requirements of our Legal Department. Such letter merely acknowledges that the General Casualty Company has knowledge of the assignment, but it does not state its consent thereto.

I have today written Mr. Sweany of the General Casualty Company to that effect, and have requested another letter from him stating definitely that the General Casualty Company of America consents to the assignment. A copy of my letter is enclosed.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls
Enc.

CENTRALIA BRANCH
THE NATIONAL BANK OF COMMERCE
OF SEATTLE

CENTRALIA, WASHINGTON

January 15, 1952

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

Thank you very much for your letter of January 11, 1952, relative to Pacific Sand and Gravel Company of Centralia, Washington, and their contract with the State Highway Commission for grading and paving the La Grande-North Powder section of the Old Oregon Trail.

As suggested in your letter, we are enclosing State of Oregon Highway Department Assignment of Claim, (in duplicate) on Form A-204, signed by both Maryann Coleman, Secretary-Treasurer, and Robert P. Coluccio, President, of Pacific Sand and Gravel Company, and bearing the corporate seal. We are also enclosing a letter from General Casualty Company of America, the bonding company previously referred to, confirming the fact that they have knowledge of the assignment.

We trust these documents are all in order, and that you will now be in a position to return the copy of my letter of January 10, receipting for and accepting the assignment.

Sincerely yours,

SPGallagher

Sheridan P. Gallagher
Manager

SPG:FO

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
JAN 16 1952
OREGON
STATE HIGHWAY COMMISSION

GENERAL
CASUALTY COMPANY
OF AMERICA
SEATTLE 5

H K DENT
PRESIDENT

January 14, 1952

Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. B. Glaisyer,
Secretary

Dear Mr. Glaisyer:

Our Bond #224572-Pacific Sand & Gravel Co.
Centralia, Washington
Old Oregon Trail Hwy., Union & Baker
Counties, LaGrande-North Powder Section,
Contract #3612, $848,677.00.

We are informed by the Centralia, Washington Branch of The National Bank of Commerce that the bank plans to take an assignment from the Pacific Sand and Gravel Company as part of a financing arrangement regarding the described contract. This will serve to confirm that the General Casualty Company of America, as surety, has knowledge that the bank plans to file such an assignment. By this acknowledgment we do not waive any rights we may have to monies due or to become due under this contract, but reserve all legal and equitable rights which we may have as surety in connection with said contract.

Very truly yours,

Willard G. Sweany
Surety Department

Willard G. Sweany
jw

Answered
1/18/52

January 11, 1952

Mr. Sheridan P. Gallagher, Manager
Centralia Branch
The National Bank of Commerce of Seattle
Centralia, Washington

Dear Mr. Gallagher:

I have just received your letter of January 10, 1952 enclosing original of an assignment given by Pacific Sand and Gravel Company to Centralia Branch, The National Bank of Commerce of Seattle, Centralia, Washington, of all monies now due or hereafter may become due to Pacific Sand and Gravel Company in connection with its contract with the State Highway Commission for grading and paving the LaGrande-North Power Section of the Old Oregon Trail.

It is noted that the assignment bears only the signature of Maryann Coleman, Secretary-Treasurer. It is requested that the President of the company also execute the assignment and that the seal of the corporation be affixed thereto. I am returning the assignment form to you herewith for such purpose, and also request that I be furnished a duplicate copy of the assignment fully executed for filing in the office of the Secretary of State, who issues warrants in connection with contract payments.

In your letter, you state that the General Casualty Company of Seattle, which is furnishing the bond in connection with this contract, has knowledge of the assignment and is perfectly willing to execute the necessary form consenting thereto. We have no particular form for this purpose, but will accept a letter from the bonding company stating definitely and clearly that it consents to the assignment without prejudice to the bond.

We shall be pleased to honor the assignment upon receipt of original and duplicate copies of the assignment form properly executed as mentioned above, accompanied by a letter from the bonding company consenting to the assignment without prejudice.

The carbon copy of your letter of January 10, 1952 which you asked me to sign in behalf of the Highway Commission and return to you will be held in my office pending the satisfactory conclusion of the above.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls
Enc.

CENTRALIA BRANCH
THE NATIONAL BANK OF COMMERCE
OF SEATTLE

CENTRALIA, WASHINGTON

January 10, 1952

Mr. H. B. Glaisyer, Secretary
Oregon Highway Commission
Salem, Oregon

Oregon State Highway Commission
Contract No. 3612
Old Oregon Trail Highway
Union and Baker Counties
La Grande - North Powder Section
Award Dec. 20, 1952, - $848,677.00
Pacific Sand and Gravel Company
Centralia, Washington

Dear Mr. Glaisyer:

Mrs. Maryann Coleman, Secretary-Treasurer of Pacific Sand and Gravel Company, has executed the attached Assignment of Claim on your Form A-204, in connection with captioned contract. Mrs. Coleman informed me that in discussing this matter with you, you had instructed her to have the Assignment okayed by the bonding company. I telephoned Mr. Willard Sweeney of the General Casualty Company in Seattle, the bonding company on this contract, and he said that they were perfectly willing to execute the necessary form, acknowledging receipt of a notice of the assignment. Mr. Sweeney said to tell you that they are already aware of the assignment and our financing arrangements, and suggested that I ask you to send the proper form directly to him. I assume that this follows the same thinking as in the assignment of Federal contracts, where a notice of assignment is filed with the bonding company.

I will greatly appreciate it if you will sign and return the attached copy of this letter, which will supply us with your receipt and acceptance of the assignment by Pacific Sand and Gravel Company. It is my understanding from discussing this with Mrs. Coleman, that the State warrants in payment of estimates will be payable to this bank and mailed directly to us.

ANSWERED
H. B. GLAISYER

Mrs. Coleman seemed very appreciative of the very cooperative attitude she found on the part of the highway officials with whom she talked, and especially with your helpful counsel and advice.

If you have any suggestions as to our proper handling of this matter, in view of the fact that it is our first experience with an assignment on a highway contract in the State of Oregon, we will be glad to receive word from you.

Sincerely yours,

SPGallagher

Sheridan P. Gallagher
Manager

SPG:FO

CENTRALIA BRANCH
THE NATIONAL BANK OF COMMERCE
OF SEATTLE

CENTRALIA, WASHINGTON

January 10, 1952

Mr. H. B. Glaisyer, Secretary
Oregon Highway Commission
Salem, Oregon

Oregon State Highway Commission
Contract No. 3612
Old Oregon Trail Highway
Union and Baker Counties
La Grande - North Powder Section
Award Dec. 20, 1952, - $848,677.00
Pacific Sand and Gravel Company
Centralia, Washington

Dear Mr. Glaisyer:

Mrs. Maryann Coleman, Secretary-Treasurer of Pacific Sand and Gravel Company, has executed the attached Assignment of Claim on your Form A-204, in connection with captioned contract. Mrs. Coleman informed me that in discussing this matter with you, you had instructed her to have the Assignment okayed by the bonding company. I telephoned Mr. Willard Sweeney of the General Casualty Company in Seattle, the bonding company on this contract, and he said that they were perfectly willing to execute the necessary form, acknowledging receipt of a notice of the assignment. Mr. Sweeney said to tell you that they are already aware of the assignment and our financing arrangements, and suggested that I ask you to send the proper form directly to him. I assume that this follows the same thinking as in the assignment of Federal contracts, where a notice of assignment is filed with the bonding company.

I will greatly appreciate it if you will sign and return the attached copy of this letter, which will supply us with your receipt and acceptance of the assignment by Pacific Sand and Gravel Company. It is my understanding from discussing this with Mrs. Coleman, that the State warrants in payment of estimates will be payable to this bank and mailed directly to us.

Mrs. Coleman seemed very appreciative of the very cooperative attitude she found on the part of the highway officials with whom she talked, and especially with your helpful counsel and advice.

If you have any suggestions as to our proper handling of this matter, in view of the fact that it is our first experience with an assignment on a highway contract in the State of Oregon, we will be glad to receive word from you.

Sincerely yours,

Sheridan P. Gallagher
Manager

SPG:FO

Date__________________

Receipt and acceptance of the above-described Assignment of Claim, dated January 10, 1952, on State of Oregon Highway Department Form A-204, is hereby acknowledged.

Oregon Highway Commission

By:______________________
Secretary

RECEIVED
FOR FILING

January 28, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on January 23, 1952 on Contract No. 3612, La Grande-North Powder Section, in connection with Federal Aid Project No. FI-139 (6) FI-321 (5).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

RECEIVED
FOR FILING

January 18, 1952

Pacific Sand & Gravel Co.
P. O. Box 628
Centralia, Wash.

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3612, which was awarded to you on December 20, 1951 by the State Highway Commission, for grading and paving on the La Grande-North Powder Section of the Old Oregon Trail in Union and Baker Counties.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded 1/18 C

December 24, 1951

Pacific Sand & Gravel Company
P. O. Box 628
Centralia, Washington

Gentlemen:

The State Highway Commission on December 20, 1951 awarded you Contract No. 3612 for the grading and paving on the La Grande-North Powder Section of the Old Oregon Trail southeast of La Grande in Union and Baker Counties. This award was based on your low bid of $648,677 submitted on that date.

I am enclosing a copy of the proposal form, which contains specifications and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr
Enclosure

cc H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

December 20, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project FI-321(5), LaGrande-North Powder Section of The Old Oregon Trail Highway, to Pacific Sand and Gravel Company, of Centralia, Washington, low bidder in the total amount of $848,677.00 for the construction of this project and Project FI-139(6), combined under the same contract, at the December 20, 1951 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
DEC [illegible] 1951
OREGON
STATE HIGHWAY COMMISSION

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT FI-139(6)

408 STATE HIGHWAY BLDG.
SALEM, OREGON

December 20, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project FI-139(6), LaGrande-North Powder Section of the Old Oregon Trail Highway, to Pacific Sand and Gravel Company of Centralia, Washington, low bidder in the total amount of $848,677.00 for the construction of this project and Project FI-321(5), combined under the same contract, at the December 20, 1951 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
DEC 26 1951
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 17 1951
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

FI-139(6)
FI-321(5)
#3612

FI-139(6)

December 5, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project FI-139(6), LaGrande-North Powder Section of the Old Oregon Trail, have today been recommended for approval, subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
FOR FILING
OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

[illegible](6)
FI-321(5)
[illegible]

December 5, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project FI-321(5), LaGrande-North Powder Section of the Old Oregon Trail, have today been recommended for approval, subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

F-300(6) Sheridan-Deer Creek Sec., 1951
Salmon River Hwy.
#3613

OREGON STATE HIGHWAY DEPARTMENT
(date)
March 10, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3613	9-final	J. C. Compton

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
4015	R-61874	6,331.23 ~~6,333.23~~	3/10/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

a a Wicklander
ACCOUNTING DIVISION

Specified Completion Date: Oct. 15, 1952

Time Extensions: None

Completion Date: Sep. 10, 1952

Date Accepted: Nov. 24, 1952

Penalties: None of record

Claims: None of record

Remarks:

Release in 3-11
Held until expiration of surety notice viz- 12th by HBG's request.
AP

Date: 3-11-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

HBGlaisyer
H. B. Glaisyer
Secretary

Warrant Mailed:

a. a. Wicklander

RECEIVED
53
FOR FILING

March 2, 1953

Glens Falls Indemnity Co.
Pacific Coast Department
6th Floor, Mills Tower
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 3613 for work performed on the Sheridan-Deer Creek Section of the Salmon River Highway in Yamhill County was completed by the contractor, J. C. Compton Co., on September 10, 1952 and was formally accepted by the Highway Commission on November 24, 1952.

Final payment in the amount of $6,331.23 will be released to the contractor on or after March 12, 1953. The total contract amount is $197,514.40, of which amount $658.11 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett, Barton, Leavy & Kern
Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
FOR FILING

December 3, 1952

Glens Falls Indemnity Co.
Pacific Coast Dept.
6th Floor, Mills Tower
San Francisco 4, Calif.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to J. C. Compton Co. on contract No. 3613, covering the Sheridan-Deer Creek Section of the Salmon River Highway in Yamhill County.

This payment, in the amount of $10,617.67, will be released to the contractor on or after December 13, 1952. The retained percentage is $5,912.88.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett, Barton, Leavy & Kern
Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
FOR FILING

F-[illegible]

September 25, 1952

Glens Falls Indemnity Company
Pacific Coast Department
6th Floor Mills Tower
San Francisco, California

Gentlemen:

It is the intention of the State Highway Commission to release to J. C. Compton Company a portion of the funds heretofore retained by the Commission on Contract No. 3613, covering grading and paving on the Sheridan-Deer Creek Section of the Salmon River Highway in Yamhill County.

This payment, in the amount of $46,394.94, reduces the retained percentage to three percent of the total amount earned by the contractor, or the sum of $5,584.50. The present payment will be released to the contractor on or after October 6th.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]

cc - Jewett, Barton, Leavy and Kern
Lewis Building
Portland 4, Oregon

[illegible]
MK

RECEIVED

FOR FILING

September 16, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 10, 1952 on Contract No. 3613, Sheridan-Deer Creek Section, in connection with Federal Aid Project No. F-300 (6).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc: John Cattrall

DBP/ajs

Form E-1

F - 1

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

Section Sheridan - Deer Creek
For Week Ending Sept. 13, 1952
Highway Pacific West
Kind of work Grading and Paving
Contractor J. C. Compton Co.
Section prefix 36 -1020
Date of contract December 20, 1951
Contract number 3613
Date work started February 25, 1952
Date of completion October 15, 1952
Amount of contract $182,352.50
Estimated date of completion Sept. 10, 1952
Per cent of time elapsed 89.4 %
Estimated cost of completed project, exclusive of engineering $200,799.36
Per cent of contract completed, based on total contract price 100 %
Engineering cost to date $11,815.37, 6.5 %
Date project was completed Sept. 10, 1952

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor completed placing the shoulder rock on this project, Wednesday. This project is now complete.

NOTED
H. G. SMITH

RECEIVED
SEP 15 1952
OFFICE OF
CONSTRUCTION ENGINEER

Signed Maurice N. [illegible]
Address Rm. 210 Lab. Bldg Salem, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

NOTED
B. A. MARTIN

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.30	2.30		Binder 2.30	2.30
Miles partially completed					
Miles completed	2.30	2.30		2.30	2.30
Total estimated quantities	64,000	30,200		50 Tons	6,800 Tons
Estimated quantities moved or placed to date	78,645	30,825		50 Tons	6,801.54 Tons
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day		1			
Hours per shift		8			
Average force on project for week		12			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....1...., Power graders ....1...., Rollers ....1...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., Trucks 8 ...., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear, Warm		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

STATE PRINTING

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FOR FILING

[illegible]

[illegible]

Indexed
Alphabetically

Grauer, Mr

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 10, 1952

SUBJECT: Complaint of Mr. Grauer of Sheridan

To: Mr. J. D. Walker
Division Engineer
State Highway Building
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

During the blasting operations on the grading of the Sheridan - Deer Creek Contract, some rock was thrown onto the grain field of a Mr. Grauer of Sheridan. The grading contractor, Stevenson Construction Co., proposed to remove this rock immediatly but was prevented from doing so by the owner who claimed that his grain crop would be destroyed. After harvesting the balance of the grain, Mr. Grauer claims he was not able to harvest a portion of the crop due to the rock in the field. The area in question amounts to approximately one acre.

The contractor has turned the matter over to his insurance company for settlement.

Very truly yours,

Maurice Juve

Maurice N. Juve
Resident Engineer

RECEIVED
FOR FILING

(6)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 1, 1952

SUBJECT: Assignment No. 3579

To:

Mr. W. C. Williams,
Assistant State Highway Engineer,
Department.

Dear Sir:

We have made an investigation of the well on the Elliott place on the Sheridan-Deer Creek job and find that conditions are as stated by Mrs. Elliott in her letter.

The water output of the well is not now sufficient for their domestic purposes. Mr. Juve and Mr. Hughlett have made a very thorough investigation of the matter and they recommended that an additional well be drilled for the Elliotts in another location which they have picked out. I therefore instructed Juve to make out an Order for State Force Work and obtain quotations from well drillers for the new well. It appears this is the only way out.

Yours very truly,

J. D. WALKER,
Division Engineer.

JDW:AM

RECEIVED
AUG 1 1952
OFFICE OF
STATE HIGHWAY ENGINEER

ASSIGNMENT

No. 3579
By

July 28, 1952

Description: Letter of July 24 by Mrs. Clara M. Elliott of Sheridan regarding jet pump recently installed in their well, which does not seem to solve the problem

Acknowledged by ______ Referred to __Walkor ✓________

Investigate and report with recommendation
xxx Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply __ signature
Please prepare for ________________
____

PLEASE RETURN TO
W. E. WILLIAMS

Assignment executed _8-1-52_ me Report received ________

Remarks: Expedite.
WCW

R. 1 Bx 217
Sheridan. Ore
July, 24, 1952

State Highway Dept.
Salem. Ore.

Dear sirs,

We wish to thank you for your kind consideration, and the installing of the jet pump in our well. We were very pleased with the results until this morning the well suddenly went dry. & the pump even lost its prime. After waiting for several hours we are able to resume the normal use of the water but of course cannot tell how long this condition will last. We are indeed sorry to put you to so much trouble; but a ranch without water is realy a problem.

Very sincerely
Mrs. Clara M. Elliott.

RECEIVED
[illegible] 1952
FOR FILING

F-[illegible]

[illegible]

3405
354.6

Indexed
Alphabetically

Elliott, Mrs. Clara M.

July 17, 1952

Mrs. Clara M. Elliott
Route 2, Box 217
Sheridan, Oregon

Dear Mrs. Elliott:

With reference to water supply on your property where it appears that water in your well has been lowered somewhat by construction work on the new highway, you are advised that this matter is being taken care of immediately.

Prior to the receipt of your letter we had arranged to buy a jet pump to install in your well, so as to increase pumping capacity. This pump has now been purchased, and I am informed it is being installed this week; in fact, it may be installed by the time you receive this letter.

We appreciate your patience in this matter and hope that you have not been discommoded.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

FORM E-30 25M 3-51 47198

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 16, 1952

SUBJECT:

To: Mr. W. C. Williams
OFFICE

Dear Sir:

Please refer to letter of Clara M. Elliott re replacement of shallow well pump with a jet or deep well pump.

Mr. Anderson is today making arrangements for purchase and immediate installation of a jet pump in the Elliott well.

Yours very truly,

NOTED
W. C. WILLIAMS

J. D. WALKER,
Division Engineer

CWT:MM

By. C. W. Tandy

RECEIVED
JUL 16 1952
OFFICE OF
STATE HIGHWAY ENGINEER

: July 15, 1952 ASSIGNMENT

No. 25

By WE

Description: Letter 7-9-52 from Clara M. Elliott, Sheridan, re water situation caused by blasting on Sheridan-Deer Cr. Sect. of Salmon R. Hwy.

Acknowledged by _ _ _ _ _ Referred to _ _ J. D. WALKER _ _ _ _

Investigate and report with recommendation
~~Investigation~~, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ signature

Assignment executed 7-16-52 Report received _ _ _ _ _ _ _ _
me

Remarks: As per phone conversation with Warfield.

PLEASE RETURN TO
W. C. WILLIAMS

GME

July, 9, 1952
Sheridan. Ore
R. 2. Bx 217.

REFERRED TO
W. C. WILLIAMS

NOTED
W. C. WILLIAMS.

State Highway Dept.
Salem Oregon

(in regards to) {file no. 18107 - Elliott
Sheridan Deer Creek Section
Salmon River Highway.

Dear sirs,

I have written before regarding the water situation caused on our property by the blasting on the new section of highway. Wells in our vicinity are drying up & we do not desire to be caught without water in this dry season. Kindly give this prompt attention

UME

as at this time of year water is the most important thing in the world,

Sincerely
Clara M. Elliott.

CEIVED
FOR FILING

FORM E-30 25M 1-52 05412

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 3rd, 1952

SUBJECT:

To: Mr. W. C. Williams
Ass't. State Highway Engineer
Office

W. C. WILLIAM

Dear Sir:

In regard to Assignment #3465, I attach letter from Mr. Walker recommending that we purchase a jet pump for the Milo Elliotts of Sheridan.

Mr. Walker thinks that Hughlett is familiar with these pumps and can install it. Walker will submit a State Force Work Order on Contract Project as soon as he determines the price of the pump.

Very truly yours,

H. G. Smith
H. G. Smith
Construction Engineer

HGS:AB
Enc.

FORM E-30X 25M 3-51 47199

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 30, 1952

SUBJECT:

To:

Mr. H. G. Smith,
Construction Engineer,
Department.

Dear Sir:

Please refer to correspondence regarding water well of Milo Elliott.

Herewith copy of a letter from Mr. Juve outlining results of his investigation. I have also discussed the matter with Juve and it would appear that our operations have affected the well.

I would therefore concur with Juve's recommendation that Mr. Elliott be reimbursed for the installation of a suitable pumping plant.

Yours very truly,

J. D. WALKER,
Division Engineer.

JDW:AM

RECEIVED
JUN 30 1952
OFFICE OF
CONSTRUCTION ENGINEER

FORM E-30 25M 8-50 42298

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

June 26, 1952
Salem, Oregon

SUBJECT: Water Well of Mr. & Mrs. Milo Elliot on the Sheridan - Deer Creek Section of the Salmon River Highway

To: Mr. J. D. Walker
Division Engineer
State Highway Building
Salem, Oregon

Dear Sir:

In accordance with your letter of June 10th, I have contacted Mr. and Mrs. Milo Elliot of Sheridan in regard to the lowering of the water level in their well due to blasting operations on the Sheridan - Deer Creek Section of the Salmon River Highway.

It is evident that the blasting did cause the drop in the water level since it occured immediately following a large blast and is now down to approximately the elevation of the highway roadbed. Since there is no pressure left to raise the water in the well, the shallow well pump, they now have, pumps the water down to its limit of operation in a very short time and is entirely inadequate.

It would be my recommendation that they be reimbursed in an ammount sufficient to cover the cost of purchasing and installing a jet type pump.

This settlement would be entirely satisfactory to them provided the water vein sas not destroyed. They would be reluctant to accept this as final settlement until is was definitely established that there was still suffidient water since they claim the nearest other sorce on the property is some 2100 feet from the house.

I found the Elliot's most cooperative in this matter and think that the utmost consideration should be extended them.

Very truly yours,

Maurice N. Juve

Maurice N. Juve
Resident Engineer

June 13, 1952

ASSIGNMENT

No. 34
By Wm

Description: **Letter of June 7 by Milo and Clara Elliott of Sheridan and letter of June 10 by Forrest Cooper regarding complaint that blasting has caused water in well to drop about 18 feet (Sheridan-Deer Creek Section)**

Acknowledged by _____ Referred to ____Smith ✓______

xx Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ______________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 7-7-52 Report received ________

Remarks:

FORM E-30 25M 1-52 55419

RETURN TO
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 10, 1952

SUBJECT: File No. 18107-Elliott
Sheridan-Deer Creek Section
Salmon River Highway

To:
Mr. W. C. Williams
Assistant State Highway Engineer
OFFICE

Dear Mr. Williams:

Mr. and Mrs. Milo Elliott, from whom we have acquired right of way on the Sheridan-Deer Creek Section of the Salmon River Highway, between Stations 54 and 62+50, have written a letter stating that the blasting has caused the water in their well to drop about eighteen feet. We believe this a construction problem that should be investigated by the engineer's. We have informed the Elliott's that their letter of June 7, was being referred to the engineer's for investigation. If, after the engineers investigate, you wish this department to do anything further please advise.

The Elliott's have been very reasonable and cooperative in their dealings with the Highway Department.

Very truly yours,

FORREST COOPER
Right of Way Engineer

EFS:je
Encl.

cc: Mr. Forrest Cooper

NOTED
W. C. WILLIAMS

RECEIVED
JUN 11 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
[illegible]
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

July 10, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-300(6)
Sheridan-Deer Creek Section

Dear Sir:

Enclosed herewith for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
JUL 11 1952
OFFICE OF
STATE HIGHWAY ENGINEER

Form PR 2 (Revised 1946)

State Oregon
Project No. F-300(6)

Federal Aid

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 10th day of July, 1952, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 24th day of August, 1951, a program, which was approved on the 21st day of November, 1951, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 5th day of December, 1951; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred twenty-three thousand and 00/100 dollars ($123,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-3

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 57+20.0 W at the east city limits of Sheridan in the NE 1/4, Section 35, T. 5 S., R. 6 W., W.M., and survey station 118+45.2 E in the SW 1/4, Section 29, T. 5 S., R. 5 W., W.M., without exception, length 2.297 miles, in Yamhill County, being Oregon Federal Aid project No. F-300(6), consisting of 2.297 miles of roadway and no bridges, xxxxf more than 20 feet clear span, xxxxxxxxxxxxxxx

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11870-2

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred twenty-three thousand and 00/100 dollars ($123,000.00), which does not exceed the authorized Federal pro rata share of two hundred thousand five hundred eighty-seven and 75/100 dollars ($200,587.75), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

R. H. Baldock

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R. Chandler

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W. H. Lynch
Division Engineer,
Public Roads Administration.

RECEIVED
JUL 9 1952
OREGON D. R. A.

RECEIVED

FOR FILING

[illegible] (6)

March 20, 1952

Mr. C. G. Polk, District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing five copies of estimate as basis for project agreement for the Sheridan-Deer Creek Section, Project No. F-300 (6).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:tp
Encl.

Oregon State Highway Department

Federal Aid Project
No. F-300 (6)

[illegible]-[illegible] SECTION OF THE
SALMON RIVER HIGHWAY IN YAMHILL COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, March 19, 1952

Type Code 6201
Roadway (Sta. 57+20 to 68+57.23 = 8+52 to 118+45.23)

All Required		Clearing and Grubbing		5,700.00
5,000	sq. yds.	Removal of Pavement	1.00	5,000.00
350	cu. yds.	Structural Excavation, Unclassified	3.50	1,225.00
12	cu. yds.	Trench Excavation, Unclassified	2.50	30.00
64,000	cu. yds.	General Excavation, Unclassified	0.60	38,400.00
171,000	yd. stas.	Short Overhaul	0.02	3,420.00
6,700	C-yd. stas.	Long Overhaul	0.50	3,350.00
2.30	miles	Preparation of Base	500.00	1,150.00
3,500	lin. ft.	Rounding Cutbanks	.20	700.00
770	lin. ft.	8-inch Perforated Metal Pipe, Coated	2.25	1,732.50
500	lin. ft.	12-inch Concrete Pipe	2.00	1,000.00
480	lin. ft.	18-inch Concrete Pipe	3.50	1,680.00
90	lin. ft.	36-inch Concrete Pipe	10.00	900.00
130	lin. ft.	30-inch Extra Strength Concrete Pipe	9.00	1,170.00
130	cu. yds.	3/8" - 0 Backfill in Drains	5.00	650.00
120	lin. ft.	Salvaging Culvert Pipe	2.00	240.00
23,000	cu. yds.	3" - 0 Material in Base	1.65	37,950.00
7,200	cu. yds	3/4" - 0 Material in Base and Shoulders	3.00	21,600.00
1,000	M-gals.	Sprinkling	2.50	2,500.00
2.30	miles	Preparation of Base	250.00	575.00
320	cu. yds.	3/4" - 0 Material in Binder Course	4.00	1,280.00
50	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	40.00	2,000.00
6,800	tons	Class "B" Asphaltic Concrete	7.00	47,600.00
30	tons	RS-1 Emulsified Asphalt in Seal Coat	45.00	1,350.00
230	cu. yds.	Aggregate in Seal Coat	5.00	1,150.00

Subtotal	182,352.50
10% Engr. & Cont.	18,235.25
Total	200,587.75

Length of Roadway	2.297 miles
Cost per Mile	87,325.96

Federal Funds- -	$123,000.00
State Funds- -	77,587.75
	$200,587.75

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

Oregon State Highway Department

Federal Aid Project
No. F-300 (6)

[illegible]
[illegible] STATE HIGHWAY IN [illegible] COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 29, 1951

Item Code [illegible]
Roadway (Sta. 57+30 to [illegible] = [illegible] to [illegible])

All Required		Clearing and Grubbing		$ 2,[illegible].00
5,000	sq. yds.	Removal of Pavement	$1.00	5,000.00
350	cu. yds.	Structural Excavation, Unclassified	3.00	1,050.00
12	cu. yds.	Trench Excavation, Unclassified	3.00	36.00
64,000	cu. yds.	General Excavation, Unclassified	0.45	28,800.00
171,000	yd. stas.	Short Overhaul	0.02	3,420.00
6,700	M-yd. stas.	Long Overhaul	0.50	3,350.00
2.30	miles	Finishing Roadbed and Slopes	500.00	1,150.00
3,500	lin. ft.	Rounding Cutbanks	0.20	700.00
770	lin. ft.	8-inch Perforated Metal Pipe, Coated	2.00	1,540.00
500	lin. ft.	12-inch Concrete Pipe	2.50	1,250.00
480	lin. ft.	18-inch Concrete Pipe	3.50	1,680.00
90	lin. ft.	36-inch Concrete Pipe	9.00	810.00
130	lin. ft.	30-inch Extra Strength Concrete Pipe	8.00	1,040.00
130	cu. yds.	3/8" - 0 Backfill in Drains	4.50	585.00
120	lin. ft.	Salvaging Culvert Pipe	2.00	240.00
23,000	cu. yds.	3" - 0 Material in Base	2.40	55,200.00
7,200	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.60	18,720.00
1,000	M-gals.	Sprinkling	2.50	2,500.00
2.30	miles	Preparation of Base	250.00	575.00
300	cu. yds.	3/4" - 0 Material in Binder Course	4.00	1,200.00
90	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	40.00	2,[illegible].00
6,800	tons	Class "B" Asphaltic Concrete	6.75	45,900.00
30	tons	SS-1 Emulsified Asphalt in Tack Coat	42.00	1,260.00
220	cu. yds.	[illegible]	4.50	[illegible]
		Subtotal		$181,121.00
		10% Engr. & Cont.		18,112.10
		Total		$199,233.10

Length of Roadway 2.297 miles
Cost per mile $86,836.22

Federal Funds	$123,000.00
State Funds	76,233.10
	$199,233.10

FORM E-122X 20M 6-51

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

December 14, 1951

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

In accordance with Mr. Lynch's letter of December 7 signed by Mr. Caufield, we will arrange to use 10-foot shoulders throughout the length of Oregon Project F-300 (6), Sheridan-Deer Creek Section of the Salmon River Highway.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith
Mr. S. H. Probert
Mr. F. D. Eason

Noted 12/14/51

RECEIVED
FOR FILING

March 3, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on February 25, 1952 on Contract No. 3613, Sheridan-Deer Creek Section, in connection with Federal Aid Project No. F-300 (6).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

RECEIVED

FOR FILING

January 18, 1952

J. C. Compton Co.
P. O. Box 86
McMinnville
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3613, which was awarded to you on December 20, 1951 by the State Highway Commission, for grading and paving on the Sheridan-Deer Creek Section of the Salmon River Highway in Yamhill County. This copy is for your records and files.

We are also sending an executed copy of the above contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
FOR FILING

9-300(6)

3613

December 24, 1951

J. C. Compton Company
U. S. National Bank Building
McMinnville, Oregon

Gentlemen:

The State Highway Commission on December 20, 1951 awarded you Contract No. 3613 for grading and paving the Sheridan-Deer Creek Section of the Salmon River Highway east from Sheridan in Yamhill County. This award was based on your low bid of $182,352.50 submitted on that date.

I am enclosing a copy of the proposal form, which contains specifications and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr
Enclosure

cc H. G. Smith
S. H. Probert
W. M. Franswa, SIAC

OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

December 20, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project F-300(6), Sheridan-Deer Creek Section of the Salmon River Highway, to J. C. Compton Company of McMinnville, Oregon, low bidder in the amount of $182,352.50 at the December 20, 1951 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
DEC 26 1951
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 20 1951
FOR FILING

4-300(6)

#3613

F-300(6)

December 14, 1951

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

In accordance with Mr. Lynch's letter of December 7 signed by Mr. Caufield, we will arrange to use 10-foot shoulders throughout the length of Oregon Project F-300 (6), Sheridan-Deer Creek Section of the Salmon River Highway.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith
Mr. S. H. Probert
Mr. F. D. Eason

RECEIVED
DEC 13 1951
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

F-300(6)

3613

F300(6)

December 5, 1951

NOTED

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Oregon Project F-300(6)
Sheridan-Deer Creek Sec.
of the Salmon River Hwy.
Letter of Intent

Dear Sir:

It has been determined that the subject project meets eligibility requirements, based on the criteria of essentiality described in Section Two of the Commissioner's memorandum of June 12, 1951, for an allotment of controlled materials and priority assistance.

Within the steel, copper and aluminum quantity limitations received from the Defense Production Administration, allotment of controlled materials will be made to the project when the contractor is ready to order his materials.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

[illegible]

RECEIVED
[illegible] 1951
OREGON
STATE HIGHWAY COMMISSION

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FOR FILING

Files

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

7-300(6)
3613

7- (6)

December 5, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project F-300(6), Sheridan-Deer Creek Section of the Salmon River Highway have today been recommended for approval subject to the condition that 10' wide shoulders be provided throughout and further, subject to such changes as may be required by our Division Office. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification all rights of way or rights of entry have been acquired.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

[illegible]

F-135(4) Big Creek Sec., Columbia 1951
River Hwy., W. of Astoria
#3614

OREGON STATE HIGHWAY DEPARTMENT
(date)
Jan. 20, 1953

F-1-[illegible]		
(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3614	6-final	Vernie Jarl

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
337	R-57790	$ 3,749.20	1/20/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1952

Time Extensions: Extended to Oct. 3, 1952 without penalty

Completion Date: Oct. 3, 1952

Date Accepted: Jan. 6, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 1-23-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
FOR FILING

December 30, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on October 3, 1952, on Contract No. 3614, Big Creek Section, in connection with Federal Aid Project No. F-135 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: John Cattrell
W. C. Williams

DHW/eje

RECEIVED
FOR FILING

November 28, 1952

General Casualty Comapny of America
Dooly & Co.
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

State Highway contract No. 3614 for work performed on the Big Creek Section of the Columbia River Highway in Clatsop County was completed by the contractor Vernie Jarl on October 3, 1952 but has not as yet been accepted by the Commission.

Final payment in the amount of $3,749.20 will be released to the contractor after acceptance by the Commission. The total contract amount is $124,973.17 of which amount $166.51 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

cc - General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Washington

Attn: Surety Department

Acknowledged
[illegible]

RECEIVED
NOV
FOR FILING

F-

November 12, 1952

Mr. Vernie Jarl
Box 254
Gresham, Oregon

Dear Sir:

The State Highway Commission, at its meeting held on October 20, 1952, had under discussion your request for an extension of time of 3 days, from September 30 to October 3, 1952, within which to complete your contract No. 3614 for paving on the Big Creek Section of the Columbia River Highway in Clatsop County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: J. D. Walker,
Division Engineer

D. C. King,
Resident Engineer

H. G. Smith,
Construction Engineer

[illegible]

RECEIVED
FOR FILING

October 24, 1952

General Casualty Company of America
Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Vernie Jarl on contract No. 3614, for paving on the Big Creek Section of the Columbia River Highway in Clatsop County.

This payment, in the amount of $68,548.32, will be released to the contractor on or after November 3, 1952. The retained percentage is $3,749.20.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Dept.

NOTED ON CARD

RECEIVED
FOR FILING

F-1-41

4

October 16, 1952

Request for extension of time
No. 25
October 20 and 21 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Vernie Jarl for an extension of time on Contract No. 3614, Big Creek Section of the Columbia River Highway, from September 30, 1952 to October 3, 1952.

The three-day overrun on this contract was occasioned by failure of the grading contractor to complete his section in sufficient time.

The overrun caused no inconvenience or additional cost, and I recommend that the extension be granted without penalty. Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

HGS

Enclosure

cc Mr. H. G. Smith

RECEIVED
FOR FILING

October 14, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 3614, Big Creek Section of the Columbia River Highway, Ore. F-135 (4), from September 30th, 1952 to October 3rd, 1952, to Vernie Jarl, Contractor.

The three-day overrun on this contract was occasioned by failure of the grading contractor to complete his section in sufficient time.

The overrun caused no inconvenience nor additional cost, and I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

EAP:sh

cc H. G. Smith

Form E-1

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 4, 1952

Section Big Creek

Kind of work Paving

Highway Columbia River

Section prefix 4-1059

Contractor Vernie Jarl

Contract number 3614

Date of contract December 21, 1951

Date of completion September 30, 1952

Date work started May 21, 1952

Estimated date of completion ...., 19....

Amount of contract $123,142.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $123,142.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 6,500, 65 %

Date project was completed October 3, 1952

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor spent all week constructing shoulders on this project. The shoulders were completed on Friday. It will be two weeks before the plant will be removed as the contractor is crushing some rock for the County.

RECEIVED

CONSTRUCTION [illegible]

NOTED
B. A. MARTIN

Signed G. C. King

Address P. O. Box 543 Astoria

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		2.04			2.04
Miles partially completed					
Miles completed		2.04			2.04
Total estimated quantities		26,200			5700 ton
Estimated quantities moved or placed to date		26,000			XXX 5925 T
Average daily quantities		200			
Average daily quantities necessary to complete project on time					
Number shifts per day		1			
Hours per shift		8			
Average force on project for week		10			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders 1, Rollers 1, Mixers ...., Crushing or screening plants 1

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ... 3 trucks . . . ., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Clear		
Tuesday	Clear		
Wednesday	Clear		
Thursday	Clear		
Friday	Clear		
Saturday			

STATE PRINTING

[illegible]
FOR FILING

FORM E-30X 25M 11-50 44702

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 11, 1952

SUBJECT:

To: Mr. J. D. Walker
Division Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

Please be advised that the subcontract between Vernie Jarl and the United Contracting Company, covering Items 5 to 9 Inclusive, on the Big Creek Section of the Columbia River Highway, Ore. F-135 (4), is approved, and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

Encls.

cc W. C. Williams
C. G. Polk (2)

31

Form PR-2 (Revised 1946)

State Oregon

Project No. F-135(4)

Federal Aid

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 10th day of July, 1952, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 24th day of August, 1951, a program, which was approved on the 21st day of November, 1951, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 4th day of December, 1951; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of sixty-eight thousand and 00/100 dollars ($68,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 486+00 in the SE 1/4, Section 24, T. 8 N., R. 8 W., W.M., and survey station 595+50 in NE 1/4, Section 20, T. 8 N., R. 7 W., W.M., except stations 556+89 to 558+45, length 2.04 miles, in Clatsop County, being Oregon Federal Aid project No. F-135(4), consisting of 2.04 miles of roadway and no bridges, of more than 20 feet clear span,

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of **sixty-eight thousand and 00/100** dollars ($**68,000.00**), which does not exceed the authorized Federal pro rata share of **one hundred thirty-five thousand four hundred fifty-six and 20/100** dollars ($**135,456.20**), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to **the State Treasurer**
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of **Oregon**
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By W. K. McKay
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

Attest
SECRETARY

RECOMMENDED FOR APPROVAL:
STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,

By
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-2

RECEIVED JUL 9 1952 OREGON

Oregon State Highway Department

Federal Aid Project No. F-135 (4)

BIG CREEK SECTION OF THE COLUMBIA RIVER HIGHWAY IN CLATSOP COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, March 18, 1952

Type Code 6201
Roadway (Sta. 486+00 to 595+50)

20,000	cu. yds.	3" - 0 Material in Base	$ 2.43	$ 48,600.00
6,200	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.53	15,686.00
500	M-gal.	Sprinkling	2.50	1,250.00
2.04	miles	Preparation of Base	400.00	816.00
270	cu. yds.	3/4" - 0 Material in Binder Course	5.00	1,350.00
42	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	55.00	2,310.00
5,700	tons	Class "B" Asphaltic Concrete	8.90	50,730.00
25	tons	RS-1 Emulsified Asphalt in Seal Coat	60.00	1,500.00
150	cu. yds.	Aggregates in Seal Coat	6.00	900.00
			Subtotal	$123,142.00
			10% Engr. & Cont.	12,314.20
			Total	$135,456.20

Length of Roadway	2.044 miles
Length of Structure	.030 mile (Exception)
Total Length	2.074 miles
Cost per mile, Roadway	$66,270.16

Federal Funds- -	$ 68,000.00
State Funds- -	67,456.20
	$135,456.20

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

Oregon State Highway Department　　　　Federal Aid Project No. F-135 (4)

BIG CREEK SECTION OF THE
COLUMBIA RIVER HIGHWAY IN CLATSOP COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 30, 1951

Type Code 6201
Roadway (Sta. 486+00 to 595+50)

20,000	cu. yds.	3" - 0 Material in Base	$ 2.85	$ 57,000.00
6,200	cu. yds.	3/4" - 0 Material in Base and Shoulders	3.25	20,150.00
500	M-gal.	Sprinkling	2.50	1,250.00
2.04	miles	Preparation of Base	200.00	408.00
270	cu. yds.	3/4" - 0 Material in Binder Course	4.00	1,080.00
42	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	47.00	1,974.00
5,700	tons	Class "B" Asphaltic Concrete	7.25	41,325.00
25	tons	SS-1 Emulsified Asphalt in Seal Coat	50.00	1,250.00
150	cu. yds.	Aggregates in Seal Coat	5.00	750.00
			Subtotal	$125,187.00
			10% Engr. & Cont.	12,518.70
			Total	$137,705.70

Length of Roadway　2.044 miles
Length of Structure　.030 mile (Exception)
Total Length　2.074 miles
Cost per mile, Roadway - - - - - $67,370.69

Federal Funds- -	$ 68,000.00
State Funds- -	69,705.70
	$137,705.70

MEMO TO:

BUREAU OF PUBLIC ROADS, DEPARTMENT OF COMMERCE

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

C. G. Polk
Acting (District Engineer)
FROM: R. H. Baldock
(State Highway Engineer)

November 30, 1951
(Date)

The following major program change of the individual project is requested:

Oregon
(State)

Postwar Federal Aid Primary Highway Program
(Previous program)

(Date of approval)

COUNTY Clatsop

Eighth Supplemental

Route No. F.A. 1

	ITEM No.	PROJECT No.	TERMINI	PROJECT COST				LENGTH MILES	CHARACTER OF PROPOSED WORK
				Class of Work	Total Cost	Federal Funds	State Funds		
ITEM AS NOW PROGRAMED	119	F-135 (4)	2.6 mi. S. Svensen to 3.8 mi. E. of Big Creek	Survey-Plans					2-lane high-type pavement
				Right-of-Way					
				Construction	110,000	68,000	42,000		
				TOTAL	110,000	68,000	42,000	2.04	
REQUESTED REVISION	119	F-135 (4)	Same	Survey-Plans					2-lane high-type pavement
				Right-of-Way					
				Construction	137,700	68,000	69,700		
				TOTAL	137,700	68,000	69,700	2.04	

Program Balance of ______ funds subsequent to approval of this and previously recommended changes is $______

Program Revision Request

Date November 30, 1951

By Assistant (State Highway Engineer)

Reason for change: Preliminary estimate was somewhat too low. Also the field estimate inadvertently omitted the quantity of crushed materials required in the rock shoulders.

Recommended for Approval: ______ (District Engineer) ______ (Date)

Recommended: ______ (Division Engineer) ______ (Date)

Approved: ______ (Acting Commissioner) ______ (Date)

U. S. GOVERNMENT PRINTING OFFICE 16—61038-1

RECEIVED
JUN 9 1952
FOR FILING

June 5, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on May 21, 1952 on Contract No. 3614, Big Creek Section, in connection with Federal Aid Project No. F-135 (4).

Very truly yours,

S. H. Probert
Acting State Highway Engineer

DBP:tp

RECEIVED

FOR FILING

3614

January 21, 1952

Mr. Vernie Jarl
Box 254
Gresham, Oregon

Dear Sir:

We enclose herewith, for your records and files a fully executed copy of contract No. 3614 which was awarded to you on December 21, 1951 by the State Highway Commission, for paving on the Big Creek Section of the Columbia River Highway in Clatsop County.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded 1/21 gl

RECEIVED
FOR FILING
[illegible]

December 24, 1951

Mr. Vernie Jarl
Gresham, Oregon

Dear Mr. Jarl:

The State Highway Commission on December 21, 1951, awarded you Contract No. 3614 for paving of the Big Creek Section of the Columbia River Highway in Clatsop County. This award was based on your low bid of $123,142.00 submitted on that date.

I am enclosing a copy of the proposal form, which contains specifications, and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhs
Encl.
cc: H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

December 21, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project F-135(4), Big Creek Section of the Columbia River Highway, to Vernie Jarl of Gresham, Oregon, low bidder in the amount of $123,142.00 at the December 21, 1951 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
DEC 26 1951
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING
OREGON DISTRICT

F-135(4)

F-135(4)

Files

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

December 4, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project F-135(4), Big Creek Section of the Columbia River Highway (Paving), have today been recommended for approval, subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

G Polk
C. G. POLK
District Engineer

RECEIVED
DEC [illegible] 1951
OREGON
STATE HIGHWAY COMMISSION

[illegible] Prineville Double [illegible]
[illegible]
[illegible] Prineville.

RECEIVED
FOR FILING
7-1013
[illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)
Oct. 24, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3615	4-final	Ernest Ferrante & Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
19796	R-52313	$ 795.00	10/23/52

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: June 30, 1952

Time Extensions: to Aug. 15, 1952 without penalty

Completion Date: Aug. 15, 1952

Date Accepted: Sep. 22, 1952

Penalties: None of record

Claims: Nons of record

Remarks:

Date: 10-27-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

a.a. Wicklander

10-28-52

RECEIVED
FOR FILING

[illegible]

October 14, 1952

Fidelity & Casualty Company of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

State Highway Contract No. 3615 for roadside improvement on the West Prineville Section of the Madras-Prineville and Ochoco Highways in Crook County was completed by the contractor, Ernest Ferrante & Co., on August 15 and was formally accepted by the Highway Commission on September 22, 1952.

Final payment in the amount of $795.00 will be released to the contractor on or after October 24, 1952. The total contract amount is $13,161.83, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pallett,Fisher & Carlo,Inc.
U. S. National Bank Bldg.
Portland 4, Oregon

[illegible] CARD

RECEIVED
OCT 9 - 1952
FOR FILING

October 8, 1952

Ernest Ferrante & Co.
3908 Bybee Blvd.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on September 22, 1952, had under discussion your request for an extension of time of 92 days, from June 30 to September 30, 1952, within which to complete your contract No. 3615 for roadside improvement on the West Princville Section of the Madras-Prineville and Ochoco Highways in Crook County.

I am pleased to inform you that the Highway Commission granted your request to August 15, 1952, the completion date of the contract, without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

hl

cc: Wm. E. Chandler,
Division Engineer

Alfred W. Bates,
Resident Engineer

H. O. Smith,
Construction Engineer

RECEIVED
SEP [illegible] 1952
FOR FILING

September 17, 1952

Ernest Ferrante & Co.
3908 Bybee Blvd.
Portland, Oregon

Gentlemen:

Reference is made to your letter of September 13 returning unsigned our voucher covering semi-final payment on your contract for work on the West Prineville Section of the Madras-Prineville and Ochoco Highways.

In accordance with the terms of your contract (see paragraph 2, page 165) you are to be paid an amount "computed from the actual quantities of work performed as shown by the estimates of the engineer and the unit prices named in the attached schedule of contract prices." The amount of $13,116.83 as shown in the voucher you returned was computed on that basis.

The quantities used in the determination of the $13,116.83 include all of the quantities which you list in your letter as extra work.

Among the items which account for the amount to be paid you being less than the original amount of the contract are the following:

Elimination of the item "Pump and Pump House"	$1,150.00
Elimination of the item "12-inch Casing in Place"	130.00
Reduction in quantities of pipe furnished	400.00

Amounts of other variations can be ascertained by comparing the quantities shown on the voucher with the quantities listed in the contract.

The semi-final voucher which you returned is being sent to you again herewith. The signing of this voucher and its return to us will not bind you in final settlement in any way, but will enable us to pay you $362.68 which otherwise will have to be held until the final estimate of $750.00 can be released.

If you have reason to question the quantities listed in the voucher, you should come to our Salem Office where we will go over them with you one by one and permit you to check all calculations. This need not, however, delay your receiving the partial payment of $362.68, if you will sign and return the voucher.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:tp

Encl.

Ernest Ferrante & Co.
CERTIFIED INSTALLER
THOMPSON SPRINKLING SYSTEM
WE FURNISH A FULL LINE OF
LANDSCAPING

3908 SYBEE BLVD.
PORTLAND, OREGON

OFFICE BEACON 6391
RES. SUNSET 3176

Portland, Oregon

September 13, 1952

Mr. R. H. Baldock & Mr. Mark H. Astrup
Oregon State Highway Commission
Salem, Oregon

Gentlemen:

In regard to the Madras-Prineville & Ochoco job that we did for the State, I submit the following information:

The original contract called for $14, 541.28

Extra Work:

2 - End Sections
2 - 8 ft. ppieces 16 gauge 18"
4 - Bands 16 gauge 18"

Invoice #1735 dated 5/20/52	$107.18
220 ft. 3" pipe at $1.87 ft.	$411.40
Freight costs for trasporting pipe	$156.05
Total	$674.63

Please adjust your estimate, which we are enclosing, to conform with ours.

Yours very truly,

Ernest Ferrante

Ernest Ferrante & Co.

mf:EF

Encl:1

RECEIVED
1952
FOR FILING

September 10, 1952

Fidelity & Casualty Co. of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Ernest Ferrante & Co. on contract No. 3615, covering roadside improvement on the West Prineville Section of the Madras-Prineville and Ochoco Highways, Crook County.

This payment, in the amount of $362.68, will be released to the contractor on or after September 20, 1952. The retained percentage is $750.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hallett, Fisher & Carlo, Inc.
U. S. National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
SEP 8 1952
FOR FILING

[illegible]

26[illegible]

September 8, 1952

Request for extension of time
No. 1[illegible]
September [illegible] and [illegible] meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Ernest Ferrante & Co., for an extension of time on Contract No. 34[illegible], West Prineville roadside improvement, from June 30, 1952 to September 30, 1952.

Because of alkaline soils, it was necessary for the contractor to re-seed several of the areas in the landscaping project. The contract specified that the grass areas must be mowed by the contractor at least three times before the project could be accepted. Because of the necessary re-seeding, it was not possible for him to finish this phase of the contract until August 1[illegible], 1952, which was the actual completion date of the contract.

I would recommend that the extension be granted to August 1[illegible], without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc H. G. Smith

hi

Form E-1

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 16, 1952

Section West Prineville

Kind of work Roadside Improvement

Highway Madras-Prineville & Ochoco

Section prefix 7-1013

Contractor Ernest Ferrante & Co.

Contract number 3615

Date of contract 12-21, 1951

Date of completion June 30, 1952

Date work started March 14, 1952

Estimated date of completion August 15, 1952

Amount of contract . . . . $ 14,541.28

Per cent of time elapsed 124 %

Estimated cost of completed project, exclusive of engineering . . . . $ 15,295.50

Per cent of contract completed, based on total contract price . . . . 90 %

Engineering cost to date $ 614.74, 51 %

Date project was completed August 15, 1952

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Mr. Ferrant had a man irrigating all week, he mowed the new grass on Friday.

NOTED
H.G. SMITH

NOTED
RAY WEBER

LYLE

RECEIVED
AUG 1 9 1952
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
B. A. MARTIN

Signed Alfred W. Bates

Address Prineville

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.5 Acres				
Miles partially completed					
Miles completed	4.5 Acres				
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	1				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday	Partly-Cloudy		
Thursday	Clear		
Friday	"		
Saturday			

RECEIVED
JUL 17 1952
FOR FILING

7 [illegible]

3612

July 16, 1952

Pacific Power & Light Company
D. F. McCurrach, Asst. Vice President
Public Service Bldg.
Portland, Oregon

Dear Sir:

We are enclosing herewith, for the records and files of your Company, a fully executed copy of an agreement between the State Highway Commission and the Pacific Power and Light Company covering construction and maintenance of a water main extension to serve the landscape project at the entrance of Prineville.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
FOR FILING
FORM E-30 15M 12-48 27999

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 16, 1952

SUBJECT: Agenda Item 5-a

To:

Mr. W. C. Williams
Assistant State Highway Engineer
Office

Attached hereto are two unexecuted copies of an agreement with the Pacific Power and Light Company covering the construction and maintenance of a water main extension to serve the landscape project at the entrance of Prineville.

The original of the above agreement has been retained in this office for the Commission's files, one fully executed copy has been sent to the Pacific Power and Light Company, one unexecuted copy sent to Mr. Mark Astrup and one to Mr. C. H. Maison.

Yours very truly,

Secretary

W. C. WILLIAMS

rn
Attach: 2

cc - Mr. Mark Astrup (1)
Mr. C. H. Maison (1)

RECEIVED
JUL 16 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 1952
FOR FILING

July 7, 1952

Oregon State Highway Commission

Gentlemen:

For your approval at the July Commission meeting Mr. Glaisyer will present an agreement between the State Highway Commission and the Pacific Power and Light Company covering a period of five years, under which the Power Company agrees to construct and maintain at their expense, at the estimated cost of $445, a water main extension to serve our landscape project at the west entrance of Prineville, located at the junction of the Ochoco and the Madras-Prineville highways. The State agrees to pay the Power Company for all water used, measured through a meter, according to the rates specified in the Power Company's published tariff schedule 91 as approved by the Public Utilities Commissioner.

In the event that we terminate the agreement within the five-year period, we are required to reimburse the Power Company on a pro rata basis for the original cost of the water main extension. If the contract is terminated by either party after the five-year period, we are not obligated for any construction cost.

The agreement is hereby recommended for your approval.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WWS:lg
cc Mr. W. W. Stiffler

MISC. CONTRACTS and
AGREEMENTS No. 1399

FORM E-30 25M 1-52 55419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

June 13, 1952
Salem, Oregon

REFERRED TO
Mark Astrup
By W. W. STIFFLER

Please check as to cover-
age. Secure approval of
Power Co & return for
action of our Commission

SUBJECT:

To:

Mr. W. W. Stiffler
2nd Assistant State Highway Engineer
OFFICE

Dear Mr. Stiffler:

Herewith you will find the original and five copies of revised form of agreement prepared by the Pacific Power & Light Company to be entered into between the Power Company and the State, with respect to the furnishing of water service to the Highway Department's sprinkler system near Prineville, Oregon, by the Power Company.

The only changes made in this agreement have been with respect to matters of form and not as to matters of substance.

You will note that the schedules attached to the original agreement and the copies thereof, have been removed and attached to the revised agreement.

Also attached hereto is the original agreement and the copy thereof prepared by the Power Company.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By Thomas J. Reeder
THOMAS J. REEDER

TJR:jfw

Encls: 8

RECEIVED

NOTED
W. W. STIFFLER

RECEIVED
FOR FILING

April 9, 1952

Mr. Charles E. Stricklin
State Engineer
Salem, Oregon

Dear Mr. Stricklin:

Reference is made to Water Use Application No. U452 and Permit No. U-417, for the use of water from a well which was to have been dug at the highway intersection of West Prineville.

Since our operation encountered no water at a depth of 30 feet it is requested that our Water Use Application and Permit be cancelled.

Yours very truly,

cc: Mr. M. H. Astrup

H. B. Glaisyer, Secretary

EIVED
1952
FOR FILING

File ~~[illegible]~~

Salem, Oregon
April 7, 1952

Mr. Mark Astrup
Landscape Engineer
Building

Dear Mr. Astrup:

Attached is Water Use Application No. U 452 and Permit No. U 417, together with a blueprint for the use of water from a well at the highway intersection of Madras-Prineville and Ochoco highways west of the Prineville city limits.

When you have taken the necessary action in this matter, please return the application and permit to this office for filing.

Very truly yours

Secretary

FAQ:md
Attach.

permit & applic. returned 4/10/

RECEIVED
FOR FILING
FORM E-30X 25M 8-51 47190

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 7, 1952

SUBJECT: Roadside Improvement
West Prineville Section

To: Wm. E. Chandler
Division Engineer
Bend, Oregon

W C WILLIAMS

Resident Engineer Bates called this morning and advised us that the well included in the contract on the subject job had been drilled to a 25 foot depth without striking an appreciable flow of water. He estimated that a supply of artesian water could be obtained at approximately 200 feet and requested instructions.

In the absence of Mr. H. G. Smith, Mr. Williams authorized the abandonment of the well drilling and that connection be made with the city water supply. Mr. Bates was notified of this decision by phone and given the pipe line and valve changes necessitated by the decision and as shown on the attached plan. Prior to this action we also checked with the Pacific Power and Light Company in Portland relative to the location of their main and ability to furnish the water. They verified the information previously given us, namely that they would make a 2" connection carrying the water to our property line and furnish a 2" meter without charge to the State. They are sending us a statement of their water charges which will be forwarded to you on receipt.

To expedite receipt of the revisions by Resident Engineer and the contractor, we have forwarded Mr. Bates directly copies thereof with a copy of this letter.

R. H. Baldock
State Highway Engineer

by Mark H. Astrup

Mark H. Astrup
Landscape Engineer

MHA:ep
cc: Mr. W. C. Williams
Mr. H. G. Smith
Mr. Alfred W. Bates

Encl.

RECEIVED
APR 7 1952
FOR FILING

7-1

5266

April 3, 1952

Mr. Joe D. Thomison, Manager
Prineville-Crook County Chamber of Commerce
Prineville, Oregon

Dear Mr. Thomison:

This is in reply to that portion of your letter of March 19 to Mr. C. H. Armstrong dealing with the improvement of the islands formed by the intersecting highways at the west entrance to Prineville.

The omission of the water system in plot "C" was not a contractual oversight. In planning this project, the natural place to terminate the lawn type of grass was the roadways enveloping the islands; consequently, neither lawn nor water system was planned for the area in question. In lieu of this the slopes are being lengthened to permit maintenance and the seeding of a dry land grass. This method has proved not unsightly under similar circumstances.

We believe that this project will result in a satisfactory appearance and that the whole improvement will be a credit to Prineville and to this Department. Thank you for your interest.

Mr. Armstrong will reply direct with reference to your request that he fulfill a speaking engagement.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. M. H. Astrup
Mr. C. H. Armstrong

ASSIGNMENT

ch 26, 1952

No. 326[illegible]
By [illegible]

PP

cription: Mr. Armstrong's letter of March 24, letter of March 19 from Prineville-Crook County Chamber of Commerce, "The Tribune" attached; re improvement at junction of Highways 26 and 126 at west edge of Prineville

Acknowledged by ----- Referred to - Astrup ✓ ---------

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
xxx Return with rough draft of reply
Please prepare for ------------- signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 31 Mch Report received ---------

Remarks:

MHO
4-1-52

Thursday

Lawn Missing On Water Supply

A small section of the landscape development at the west side clover leaf is shy its sprinkling system. That was discovered by Ernest Ferrante, Portland contractor, whose crews are working on the beautification of the area between highways at the junction early this week.

Ferrante ,together with Marvin Loper, manager of the Hacienda Motel, and the local chamber of commerce, have written to C. H. Armstrong, state parks superintendent, to see if a mistake was made in omitting a sprinkler arrangement from the .7 acre of lawn across the highway from the rest of the landscape work.

This smaller area lies north of the merging roads, alongside motel property. The contract calls for seeding that area—but not watering it.

Ferrante discovered the lack early this week. It is declared, however, that a lawn cannot be developed there without water, with any expectation of maintenance.

To connect the small plot with a well, which will be sunk on the property under terms of the contract, a pipeline under one of the highway lanes would be necessary at the clover-leaf.

FORM E-30 25M 11-50 44701

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 24, 1952

SUBJECT:

To:

Mr. R. H. Baldock
State Highway Engineer
Office

PLEASE RETURN TO
W. C. WILLIAMS

Dear Mr. Baldock:

Attached herewith is a letter from Joe D. Thomison, Manager of the Prineville-Crook County Chamber of Commerce, which relates primarily to improvement at the junction of Highways 26 and 126 at the west edge of Prineville.

I presume you would prefer to answer this letter.

Very truly yours,

C H Armstrong
C. H. Armstrong
State Parks Superintendent

CHA:jec
Attach.

NOTED
W. C. WILLIAMS

REFERRED TO
Williams
By State Highway Engineer

Please prepare
answer to Thomison.

Mr. [illegible]
letter [illegible] to
[illegible] Armstrong

RECEIVED
JAN 24 1952
FOR FILING

January 23, 1952

Ernest Ferrante & Co.
3908 S. E. Bybee Blvd.
Portland, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3615, which was awarded to you on December 21, 1951 by the State Highway Commission, covering roadside improvement on the West Prineville Section of the Madras-Prineville and Ochoco Highways in Crook County. This copy is for your records and files.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
JAN 15 1952
FOR FILING

January 3, 1952

Ernest Ferrante & Co.
3908 Bybee Boulevard
Portland 2, Oregon

Gentlemen:

With regard to your letter of December 26, addressed to the Oregon State Highway Commission, in which you request permission to correct your bid on the West Prineville Roadside Improvement, Madras-Prineville and Ochoco Highways in Crook County, advise that I am authorized by the State Highway Commission to advise you that we cannot permit any bid to be corrected after it is opened.

The contracts are being sent to you today by the Secretary. The Commission will expect you to either proceed with the work under the contract or forfeit the bid bond.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi
cc Mr. Ben R. Chandler
Mr. Chas. H. Reynolds
Mr. M. K. McIver
Mr. H. B. Glaisyer

December 2[illegible], 1951

Oregon State Highway Commission

Gentlemen:

Herewith copy of a communication from Ernest Ferrante & Co. with reference to the West Prineville Roadside Improvement for which bids were received at the last meeting. The bids on this were as follows:

Portland Construction Company	$21,374.74
Western Golf Course Supply Company	17,857.25
Ernest Ferrante & Co.	14,[illegible]1.28
Knight Pearcy Nursery and Parkrose Nursery	20,930.26
F. A. Doerfler & Sons Nurseries	21,705.00

Our estimate was $17,968.50. Ernest Ferrante & Co.'s bid was about $3,500 below the next bid or our estimate and is undoubtedly low. However, I don't think we should permit any bid to be corrected after it is opened and would recommend that we require the bidder to proceed or forfeit the bond, which amounts to five per cent of the contract.

I will call you on the phone Monday to get your answer.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hl
Encl.

Ernest Ferrante & Co.
CERTIFIED INSTALLER
THOMPSON SPRINKLING SYSTEM
WE FURNISH A FULL LINE OF
LANDSCAPING

3908 BYBEE BLVD
PORTLAND, OREGON

OFFICE BEACON 6391
RES. SUNSET 3176

Dec. 26, 1951

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Re: West Prineville Roadside Improvement. Madras-Prineville- and Ochoco Highways-Crook County

The bid we submitted to you on Friday, December 21, 1951, of $14,454.65 was erroneous. A number of items were through mistake figured at incorrect amounts. Due to the holidays we did not get a chance to advise you sooner. The bid should have been $16,485.65, in other words, the bid we submitted was off $2,031.00.

We would greatly appreciate your permitting us to correct the bid; otherwise, we will take a loss on the job due to inadvertent errors.

Very truly yours,
Ernest Ferrante & Co.
By Ernest Ferrante

REFERRED TO
Mr. Baldock
BY SECRETARY

you may wish to handle this

RECEIVED
DEC 27 1951
OREGON
STATE HIGHWAY COMMISSION

OREGON STATE HIGHWAY
COMMISSION
COLUMNAR TABULATION SHEET

SHEET .... OF .... SHEETS

	Port. Cons	West. Golf	Ferrante	Pearcy	Doerfler		Estimate	
10-6-4	5 –	4 –	4^{22}	6^{95}	4^{50}		5 –	5.08
Am. Sul.	6 –	6 –	4^{97}	6^{65}	4^{75}		5 –	5.67
Peat	5 –	5 –	3^{25}	5^{25}	4^{25}		5 –	4.65
Sawdust	20 –	10 –	10^{50}	11^{50}	10 –		13 –	12.40
	21374.74	17857.25	14541.28	20830.26	21705.80		17968.50	19110^{84}

OREGON STATE HIGHWAY
COMMISSION
COLUMNAR TABULATION SHEET

SHEET .... OF .... SHEETS

West Prineville

Let Dec 21, 1951

[illegible] in average column

	Port. Cons.	West. Golf	Ferrante	Pearcy	Doerfler		Landscape Estimate	Average Bid
Tractor	11 –	12 –	10^{50}	9 –	8^{80}		8 –	10.26
Topsoil	3 –	1^{90}	2^{25}	3^{50}	1^{74}		2 –	2.48
18" Pipe	4^{84}	4^{60}	3^{30}	3^{84}	4^{34}		5 –	4.18
24" Pipe	5^{56}	7^{10}	4^{90}	5^{55}	5^{78}		7^{50}	5.78
18" Elbow	40 –	28^{85}	8^{50}	29^{27}	48^{07}		30 –	36^{50}
18" End Sec.	50^{27}	37^{95}	6 –	29^{62}	57^{10}		30 –	43.73
Pump	957 –	950 –	1150	960^{55}	1235^{62}		1000 –	1050.63
Sink Well	14 –	20 –	25 –	20 –	14 –		10 –	18.60
12" Casing	10 –	8 –	6^{50}	6 –	10 –		5 –	8.10
1" Pipe	.70	.70	.62	.56	.97		.60	.71
1¼" "	1 –	.79	.75	.65	1.15		.81	.87
1½" "	1^{25}	.85	.90	.74	1^{40}		.96	1.03
2" "	1^{40}	1^{05}	1^{25}	.96	1^{50}		1^{30}	1.23
3" "	2^{35}	1^{75}	1^{87}	2^{29}	2^{50}		1^{90}	2.15
3" Gate V.	60 –	40 –	42^{13}	64 –	75 –		50 –	56.23
1½" Valve	17^{20}	14 –	7^{80}	18 –	20 –		15 –	17.42
2" Valve	22^{20}	20 –	12^{50}	20 –	30 –		23 –	23^{05}
¾ Quick C.	9^{15}	12 –	7^{59}	14^{10}	30 –		12 –	10^{71}
½" Drain	10 –	5 –	3^{10}	6^{30}	13^{50}		5 –	7.58
Pop-up	10^{45}	12 –	8^{84}	19^{45}	11^{25}		13^{50}	12.40
Seed BCDE	1524 –	1105 –	426^{20}	1600 –	1100.		1000 –	1151
Seed G.	105.	350.^{00}	426^{70}	240.	1100.^{00}		200 –	280. –
Trees	4^{50}	8 –	1^{80}	3^{92}	5^{75}		7 –	5^{54}
Shrubs	3^{50}	4 –	1^{90}	3 –	4^{85}		4^{50}	3^{84}
Crest	.85	.65	.65	.95	.90		.80	.80
K. Blue	1^{05}	.80	.85	1 –	1 –		1^{25}	.94

December 24, 1951

Mr. Ernest Ferrante
3908 S. E. Bybee
Portland, Oregon

Dear Mr. Ferrante:

The State Highway Commission on December 21, 1951 awarded you Contract No. 3615 for landscaping the West Prineville Roadside Improvement Project on the Madras-Prineville and Ochoco Highways immediately west of Prineville in Crook County. This award was based on your low bid of $14,541.28 submitted on that date.

I am enclosing a copy of the proposal form which contains specifications and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr
Enclosure

cc H. G. Smith
S. H. Probert
Astrup
W. M. Franzwa, SIAC

RECEIVED
FOR FILING

7-1013

November 19, 1951

Oregon State Highway Commission

Gentlemen:

We can find no definite record in the Commission minutes as to approval of landscaping the triangular area at the intersection of the Ochoco Highway and the Madras-Prineville Secondary Highway at the westerly limits of Prineville. However, we are certain that it was generally understood that this work would be done, and the City of Prineville is desirous that the job be completed as soon as possible.

The estimated cost of the landscaping, including an underground sprinkling system which is deemed necessary in such an arid type of climate, is $20,000. We have sufficient unexpended minor betterment funds remaining in the 1951 budget to cover this work.

In order that necessary pipe, et cetera may be acquired in time to have it installed prior to seeding the area in early spring, your approval is requested for the calling of bids on this project at the December 20 and 21 meeting.

If you approve, please so indicate on the attached copy of this letter and bids will be received at the December meeting.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attachment

WCW:me lg
cc Mr. W. C. Williams

E-123X 25M 6-51

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

4.a

November 19, 1951

NOTED
W. C. WILLIAMS

Oregon State Highway Commission

Gentlemen:

We can find no definite record in the Commission minutes as to approval of landscaping the triangular area at the intersection of the Ochoco Highway and the Madras-Prineville Secondary Highway at the westerly limits of Prineville. However, we are certain that it was generally understood that this work would be done, and the City of Prineville is desirous that the job be completed as soon as possible.

The estimated cost of the landscaping, including an underground sprinkling system which is deemed necessary in such an arid type of climate, is $20,000. We have sufficient unexpended minor betterment funds remaining in the 1951 budget to cover this work.

In order that necessary pipe, et cetera may be acquired in time to have it installed prior to seeding the area in early spring, your approval is requested for the calling of bids on this project at the December 20 and 21 meeting.

If you approve, please so indicate on the attached copy of this letter and bids will be received at the December meeting.

Very truly yours,

R. H. Baldock
State Highway Engineer

REFERRED TO
Williams

Attachment

Approved:

Chas H Reynolds
Chas. H. Reynolds.

5YC

The value and necessity of this improvement is realized but we are primarily interested in the building of roads and hope construction of this nature will not devert highway funds. CHR

F-305(3) Austin-Squaw Cr. Unit, Austin- 1951
Unity Jct. Sec., Austin Spur Sec.,
#3616 John Day Hwy.

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FOR FILING

R. H. B[illegible]ock

[illegible]ruary 8th, 1954

NOTED

FINAL COST ANALYSIS

Austin-Squaw Creek Unit & Austin Spur Section
Contract #3616

John Day Highway
Prefix 12-1023 F-305(3) S-115(1)

Durbin Brothers, Contractors
Claude Mahan, Resident Engineer

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	All		$	$	$ 8,786.96	$15,000.00
Struct. Excav., Unclass.	202.37	Cu. Yd.	3.50	3.69	747.25	708.30
Trench " "	208.48	" "	3.50	3.11	648.55	729.68
General Exc., Unclass.	111,883.6	" "	0.77	0.675	73,529.40	86,150.37
Short Overhaul	201,811.28	Yd. Sta.	0.02	0.02	4,036.23	4,036.23
Long Overhaul	9,053.36	C-Yd. Sta.	0.50	0.50	4,526.68	4,526.68
Finish R/B & Slopes	5.8	Mile	1000.00	976.49	5,663.65	5,800.00
12" Corr. Metal Pipe	28	Lin. Ft.	3.00	2.76	77.39	84.00
18" " " "	926	" "	4.50	4.26	3,942.13	4,167.00
24" " " "	16	" "	6.50	6.52	104.39	104.00
36" " " "	162	" "	13.00	11.67	1,892.07	2,106.00
48" " " "	6	" "	23.00	16.79	100.75	138.00
Salvage Culvert Pipe	242	" "	3.50	3.29	795.65	847.00
6" Perf. Metal Drain Pipe, Coated	50	" "	2.00	1.87	93.39	100.00
3/8"-0" Backfill in Drains	4	Cu. Yd.	9.50	4.46	17.84	38.00
***Class "A" Concrete	76.135	" "	90.00	82.62	6,290.28	6,852.15
***Metal Reinforcement	11,442	Lb.	0.13	0.13	1,487.46	1,487.46
Removal of Bridge Sta. 49+20 Unit "B" & Prov. for Traffic	All				540.90	2,000.00
Selected R/B Topping	26,526	Cu. Yd.	0.70	0.617	16,380.20	18,568.20
Hauling R/B Topping	55,969.5	Yd. Mi.	0.30	0.331	18,550.07	16,790.85
*3/4"-0" Mat'l. in Level Course & Shoulders	7,854	Cu. Yd.	2.70	3.14	24,721.69	21,205.80
Sprinkling	1,877.15	M/Gal.	2.50	2.01	3,770.73	4,692.88
**Preparation of Base	5.8	Mile	200.00	200.00	1,160.00	1,160.00

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
**3/4"-0" Material in Binder Course	775	Cu. Yd.	$3.60	$3.60	$ 2,790.00	$ 2,790.00
**Furn. & Place MC-2 Asphalt	160.25	Ton	48.50	48.50	7,772.13	7,772.13
**Haul & Place Aggregate	4,035	Cu. Yd.	1.70	1.70	6,859.50	6,859.50
**Furn. & Place 150-200 Asphalt	303.52	Ton	46.50	46.50	14,113.68	14,113.68
PA #1, Purchase Excess 48" Corr. Metal Pipe	6	Lin. Ft.	12.25	12.25	73.50	73.50
PA #1, Purchase 48" Connection	1	Each	11.94	11.94	11.94	11.94
*PA #2, Purchase Excess 3/4"-0" Cr. Rock in Stockpile	355.29	Cu. Yd.	1.75	2.21	785.19	621.76
PA #3, Cement Adjustment, Favor of Contractor	8.25	Bbl.	5.60	5.60	46.20	46.20
PA #4, Additional Cost for Moving Contractor's Equip.	All				1,949.75	1,949.75
PA #5, Allowance for Logs Sold by Forest Service	17.29	M-FBM	25.00	Note: This cost included in clearing.		432.25
					$212,265.55	$231,963.31

	Gross Revenue	Total Cost	Profit	Loss	% Profit	% Loss
Durbin Bros.	$214,893.71	$192,387.67	$22,506.04		10.4%	
N. A. Toole Construction Co.	17,069.60	19,877.88		$2,808.28		16.4%
	$231,963.31	$212,265.55	$19,697.76		8.4%	

* Work done all or part by N. A. Toole Construction Co.
** Work done by Olson Construction Co.
*** Work done by Loree Building Service.

Austin-Squaw Creek
Durbin Bros.

Detail of Cost

Labor:

Labor & Supervision	$56,827.04	
Labor Insurance	3,807.37	
		$ 60,634.41

Materials:

12" Corr. Metal Pipe	28 Lin. Ft.	at $2.02	$ 56.56	
12" " " Bands	1 Each	" 2.67	2.67	
18" " " Pipe	926 Lin. Ft.	" 2.89	2,676.14	
18" " " Bands	53 Each	" 4.42	234.26	
24" " " Pipe	16 Lin. Ft.	" 4.46	71.36	
24" " " Bands	2 Each	" 5.47	10.94	
36" " " Pipe	162 Lin. Ft.	" 8.76	1,419.12	
36" " " Bands	5 Each	" 11.65	58.25	
48" " " Pipe	12 Lin. Ft.	" 12.25	147.00	
48" " " Bands	2 Each	" 11.94	23.88	
6" Perf. Metal Drain Pipe	50 Lin. Ft.	" 1.35	67.50	
6" Corr. Metal Bands	2 Bands	" 1.35	2.70	
				4,770.38

Equipment Rentals & Misc. Supplies:

Equipment Rentals (Owned)	$50,632.47	
Hired Equipment	8,175.32	
Hired Trucks (Incl. Operators)	2,045.72	
Gas, Oil and Grease	12,324.59	
Powder, Wire and Caps	4,676.82	
P.L. & P.D. Insurance	710.34	
P.U.C. Fees	147.30	
Extra Move In Cost (To Add Extra Topping)	1,949.75	
Small Tools & Misc. Supplies	2,025.30	
Bond	1,739.72	
Home Office & General Overhead	3,895.00	
		88,322.33

	$153,727.12
Paid to Olson Construction Co., Subcontractor on Oiling	30,943.81
Paid to Loree Building Service, Subcontractor on Bridge	7,716.74
Total Cost	$192,387.67

Austin-Squaw Creek
N. A. Toole Construction Co.

Detail of Cost

Labor:		
Labor and Supervision	$ 7,222.92	
Labor Insurance	415.29	
		$ 7,638.21
Equipment Rentals & Misc. Supplies:		
Equipment Rentals (Owned)	$ 6,507.05	
Hired Trucks	1,513.64	
Gas, Oil and Grease	2,385.83	
P.L. & P.D. Insurance	90.30	
Freight & Cartage	625.00	
Small Tools and Misc. Supplies	325.35	
P.U.C. Fees	70.00	
Bond	143.60	
Home Office and General Overhead	578.90	
		12,239.67
Total Cost....................		$19,877.88

Breakdown of Crushing Cost

	Quantity	Unit	Total Cost	Unit Cost
Move In & Set Up	8,984	Cu. Yd.	$ 3,638.38	$0.404
Doze to Crusher	"	" "	2,388.44	0.265
Crush	"	" "	10,114.02	1.125
Haul to Stockpile	"	" "	2,813.04	0.313
Stockpiling	"	" "	924.00	0.103
			$19,877.88	$2.21

Actual Crushing Time: 245 Hours - 36.6 Yards per Hour

Elapsed Work Time: 330 Hours - 27.2 Yards per Hour

Remarks:

This was a "Regular Federal Aid Project", the contract calling for the construction of 4.4 miles of grading, roadbed topping and Type O-11 oil mat wearing surface, with binder course on the Austin-Squaw Creek unit, Unit "A"; the construction of 1.4 miles of grading, roadbed topping and Type O-11 oil mat wearing surface, with binder course on the Austin Spur Section, Unit "B". This project was bid and awarded December 21st, 1951.

On May 26th, 1952, the contractor moved in three D-8 cats and dozer with a crew of 5 men and started clearing. The clearing consisted of small Jack timber with some large scattered pine trees, one small timber bridge and 4 concrete headwalls to be removed. Being paid for logs that belonged to the Forest Service, the clearing and grubbing item shows a nice profit.

Grading operation was started June 2nd, 1952, using three D-8 cats with 15 cu. yd. scrapers, 2 DW-15 tractors and scrapers, one 3/4 cu. yd. shovel and two 6 cu. yd. trucks. Excavation was estimated to run about 70% solid but proved to run less than 50% solid. Most of the cuts were ripped and taken out with cats and scrapers and DW-15's. This item shows a profit.

Selected roadbed topping was taken from talus pit located 0.87 mile east of M.P. 1.18 on the Austin Spur Section and from roadbed cut at Sta. 121 - Sta. 130 on the Austin-Squaw Creek Section, Unit "A". Two 3/4 cu. yd. shovels, two D-8 cats with 15-yard scrapers, two DW-15's, four DW-10's with bottom dump wagons, four 6 cu. yd. trucks and one D-8 cat with ripper were used in loading and hauling topping. The topping was handled on the road with D-8 cat and dozer and #12 cat blade. The topping from roadway cut Sta. 121 - Sta. 130 proved to be very hard to load and also very hard to handle on the road. The material from cut 121 - 130 ran from 4" - 10" in size with very little fines. A large amount of down time was encountered due to excessive ripping, broken equipment and material hard to handle on the road.

N. A. Toole, subcontractor on crushing, moved a portable 3-crusher Cedar Rapids crushing plant into talus pit located 0.87 mile east of M.P. 1.18 on the Austin Spur Section, Unit "B". The crushing contractor shows a loss on all crushed materials due to excessive breakdown of crushing equipment.

Olson Construction Co., subcontractor on all oiling, moved in a complete oiling outfit October 2nd, 1952, but, being so late in the year, was only able to put on prime shot in 1952. Then on June 27th, 1953, the oiling contractor moved back in and completed all oiling by July 8th, 1953.

The contractor, having good bid prices, realized a nice profit from this project.

E. H. Clymer
Chief Cost Analyst

By . . K. T. Wechter

OREGON STATE HIGHWAY DEPARTMENT
(date)
Feb. 1, 1954

F-305(3)

(CONTRACT NO.) 3616

(EST. NO.) 1252

(CONTRACTOR) DURBIN BROS.

(VOUCHER NO.) 1252

(WARRANT NO.) R-86095

(AMOUNT) $ 432.25

(DATE) 1/28.54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Sep. 15, 1952

Time Extensions: To July 8, 1953 without penalty

Completion Date: July 8, 1953

Date Accepted: Sep. 24, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 2-1-54.

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:

[illegible]
2-2-54

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[illegible]
[illegible]
3616

January 18, 1953

United Pacific Insurance Co.
Fidelity & Surety Dept.
Seattle 14, Washington

Gentlemen:

Please be advised that a post-final payment in the amount of $432.25 will be released immediately to Durbin Brothers on contract No. 3616, covering the Austin-Squaw Creek Unit, Austin-Unity Junction and Austin Spur Sections on the John Day Highway in Grant County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates
901 S. W. Washington
Portland 5, Oregon

United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

(date)
Jan. 12, 1954

(CONTRACT NO.) F-305(3)
S-115(1)

3616
(VOUCHER NO.)

(EST. NO.)
10-final

(CONTRACTOR)
DURBIN BROS.

(WARRANT NO.)
B-84552

(AMOUNT)
$ 3,639.15

(DATE)
1/8/54

26162

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Sep. 15, 1952

Time Extensions: Extended to July 8, 1953 without penalty

Completion Date: July 8, 1953

Date Accepted: Sep. 24, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 1-13-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:

aaw

RECEIVED
FOR FILING

December 14, 1953

United Pacific Insurance Company
Fidelity & Surety Department
Seattle 1,
Washington

Gentlemen:

State Highway contract No. 3616 for work performed on the Austin-Squaw Creek Unit, Austin-Unity Junction & Austin Spur Section of the John Day Highway in Grant County was completed by the contractor, Durbin Bros., on July 8, 1953, and was formally accepted by the Highway Commission on September 24, 1953.

Final payment in the amount of $8,639.15 will be released to the contractor on or after December 24, 1953. The total contract amount is $231,531.06, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Hc
cc: Durham & Bates
901 SW Washington
Portland 5, Oregon

NOTED ON CARD

RECEIVED
FOR FILING

October 15, 1953

Durbin Bros.
2597 Roosevelt Blvd.
Eugene, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on September 24, 1953, had under discussion your request for an extension of time from September 15, 1952 to July 31, 1953 within which to complete your contract No. 3616, covering the Austin-Squaw Creek Unit, Austin-Unity Junction and Austin Spur Sections of the John Day Highway in Grant County.

I am pleased to inform you that the Highway Commission granted your request to July 8, 1953, the completion date of the contract, without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

gl

cc: A. F. Parson,
Division Engineer

Claude Mahan,
Resident Engineer

H. G. Smith,
Construction Engineer

RECEIVED
FOR FILING

September 2[illegible], 1953

United Pacific Insurance Co.
Fidelity & Surety Dept.
Seattle 14, Washington

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Durbin Bros. on contract No. 3616, covering the Austin-Squaw Creek Unit, Austin-Unity Junction and Austin Spur Sections of the John Day Highway in Grant County.

This payment, in the amount of $3,842.98, will be released to the contractor, Durbin Bros., on or after October 5, 1953. The retained percentage is $6,893.56.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates
901 S.E. Washington
Portland 5, Oregon

Portland Branch Office

NOTED ON CARD

RECEIVED
SEP [illegible] 1953
FOR FILING

F-305-(2)
S-115(1)

September 18, 1953

Request for extension of time
No. 15
September 24 and 25 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Durbin Brothers, contractors, for an extension of time on the Austin-Squaw Creek Unit and the Austin Spur Unit of the John Day Highway, Contract No. 3616, from September 15, 1952 to July 8, 1953.

Due to a heavy snow in the 1952 season the contractor was unable to start work until May 26, and, as a result, was unable to complete his grading in sufficient time to place the final oil mat before the winter season. The prime coat was placed and the road left in excellent condition for the winter travel, and I, therefore, recommend that the extension be granted without penalty.

Mr. G. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

HGS lg

RECEIVED

FOR FILING

September 16, 1953

United Pacific Insurance Co.
Fidelity & Surety Department
Seattle 14, Wash.

Gentlemen:

It is the intention of the State Highway Commission to release to Durbin Bros. a portion of the funds heretofore retained by the Commission on contract No. 3616, for grading and surfacing on the Austin-Squaw Creek Unit,Austin-Unity Junction and Austin Spur Sections on the John Day Highway in Grant County.

This payment, in the amount of $9,588.34, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $6,774.71. The present payment will be released on or after September 26, 1953.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates
901 S. W. Washington
Portland 5, Oregon

Portland Branch Office

NOTED ON CARD

9-16-53

R

RECEIVED
FOR FILING

September 15th, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Austin-Squaw Creek Unit and the Austin Spur Unit of the John Day Highway, Contract #3616, Oregon F-305(3) and S-115(1), from September 15th, 1952, to July 8th, 1953, to Durbin Brothers, contractors.

Due to a heavy snow in the 1952 season the contractor was unable to start work until May 26th, and, as a result, was unable to complete his grading in sufficient time to place the final oil mat before the winter season. The prime coat was placed and the road left in excellent condition for the winter travel, and we would, therefore, recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

R

cc to: H. G. Smith

RECEIVED
FOR FILING

[illegible]
[illegible]
[illegible]

July 20, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on July 8, 1953 on Contract No. 3616, Austin-Squaw Creek Unit, Austin-Unity Junction & Austin Spur Section of the John Day Highway in Grant County, in connection with Federal Aid Project No. F-305(3), S-115(1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp
cc: John Cattrall

Form E-1—10M—4-51

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

F [illegible](3)
S-115(1)

Section Austin - Squaw Creek Unit of Austin - Unity Junction Section & Austin Spur

For Week Ending July 18, 1953

Kind of work Grading & Oil Mat Surfacing

Highway John Day

Section prefix 12 - 1023 F-305(3) S-115(1)

Contractor Durbin Brothers

Contract number 3616

Date of contract December 21, 1953

Date of completion September 15, 1952

Date work started May 26, 1952

Estimated date of completion July 8, 1953

Amount of contract $237,501.33

Per cent of time elapsed Elapsed %

Estimated cost of completed project, exclusive of engineering . . . . $231,725.

Per cent of contract completed, based on total contract price . . . . Completed %

Engineering cost to date $15,100, 83.05 %

Date project was completed July 8, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

NOTED
FORREST COOPER

Signed

Address John Day, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	5.80	5.80		5.80	
Miles partially completed		–		–	
Miles completed	5.80	5.80		5.80	
Total estimated quantities	111,931 Cy.	33,901 Cy.		304 Tons 4800 Cy.	
Estimated quantities moved or placed to date	111,931 Cy.	33,901 Cy.		304 Tons 4800 Cy.	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	Fair		
Saturday	Fair		

~~Form PR-1~~ (Revised 1940)

State Oregon

Project No. S-115(1)

Federal Aid Secondary

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 22nd day of July, 1952, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 18th day of June, 1951, a program, which was approved on the 7th day of August, 1951, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 6th day of December, 1951; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of thirty-seven thousand and 00/100 dollars ($37,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-3

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 1+70 in the NE 1/4, Section 33, T-11-S, R-35-E, W.M., and survey station 70+31 in the NW 1/4, Section 28, T-11-S, R-35-E, W.M., including a Wye connection, stations 0+85 to 5+90, without exception, length 1.395 miles, in Grant County, being Oregon Federal Aid/Secondary project No. S-115(1), consisting of 1.395 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of a mile in length~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of **thirty-seven thousand and 00/100** dollars ($ **37,000.00**), which does not exceed the authorized Federal pro rata share of **sixty-six thousand eight hundred seventy-eight and 90/100** dollars ($ **66,878.90**), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to **the State Treasurer** (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of **Oregon** (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

Assistant STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

RECEIVED
JUL 17 1952
OREGON DISTRICT

Oregon State Highway Department

Federal Aid Secondary
Project No. S-115 (1)

AUSTIN SPUR SECTION OF THE

JOHN DAY HIGHWAY IN GRANT COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, March 19, 1952

Type Code 5231
Roadway (Sta. 1+70 to 70+31) (Wye. Sta. 0+85 to 5+90)

All Required		Clearing and Grubbing (24A)		$ 3,600.00
140	cu. yds.	Structural Excavation, Unclassified	$ 3.50	490.00
70	cu. yds.	Trench Excavation, Unclassified	3.50	245.00
18,000	cu. yds.	General Excavation, Unclassified	.77	13,860.00
26,000	yd. stas.	Short Overhaul	.02	520.00
50	C-yd. sta.	Long Overhaul	.50	25.00
1.40	miles	Finishing Roadbed and Slopes	1,000.00	1,400.00
30	lin. ft.	12-inch Corrugated Metal Pipe	3.00	90.00
360	lin. ft.	18-inch Corrugated Metal Pipe	4.50	1,620.00
130	lin. ft.	Salvaging Culvert Pipe	3.50	455.00
50	lin. ft.	6-inch Perforated Metal Pipe, Coated	2.00	100.00
10	cu. yds.	3/8" - 0 Backfill in Drains	9.50	95.00
11,600	cu. yds.	Selected Roadbed Topping	.70	8,120.00
20,000	yd. mi.	Hauling Roadbed Topping	.30	6,000.00
80	cu. yds.	Class "A" Concrete	90.00	7,200.00
13,000	lbs.	Metal Reinforcement	.13	1,690.00
All Required		Remove Old Bridge, Sta. 49+70 - Unit "B" and Provision for Traffic		2,000.00
1,900	cu. yds.	3/4" - 0 Material in Leveling Course and Shoulders	2.70	5,130.00
320	M-gal.	Sprinkling	2.50	800.00
1.40	miles	Preparation of Base	200.00	280.00
160	cu. yds.	3/4" - 0 Material in Binder Course	3.60	576.00
26	tons	Furnishing and Placing MC-2 Asphalt	48.50	1,261.00
950	cu. yds.	Hauling and Placing Aggregates	1.70	1,615.00
78	tons	Furnishing and Placing 150-200 Asphalt	46.50	3,627.00
			Subtotal	$60,799.00
			10% Engr. & Cont.	6,079.90
			Total	$66,878.90

Length of Roadway 1.395 miles
Cost per Mile $47,374.33

Federal Funds	$37,000.00
State Funds	29,878.90
	$66,878.90

Materials Furnished from State-owned Stockpile (Non-Participating)

950 cu. yds.	Aggregates	$2.18	$2,071.00

State Funds for Construction: Chap. 175, laws 1917; chap. 31, laws 1920; chap. 529, laws 1939.
State Funds for Maintenance: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-115 (1)

AUSTIN-BATES SECTION OF THE
JOHN DAY HIGHWAY IN GRANT COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 4, 1951

Type Code 5231
Roadway (Sta. 1+70 to 70+31) (Hwy. Sta. 0+[illegible] to 5+90)

All Required		Clearing and Grubbing (24A)		$ 2,880.00
140	cu. yds.	Structural Excavation, Unclassified	$ 3.00	420.00
70	cu. yds.	Trench Excavation, Unclassified	3.00	210.00
18,000	cu. yds.	General Excavation, Unclassified	0.80	14,400.00
26,000	yd. sta.	Short Overhaul	0.02	520.00
50	C-yd. sta.	Long Overhaul	0.50	25.00
1.40	miles	Finishing Roadbed and Slopes	700.00	980.00
30	lin. ft.	12-inch Corrugated Metal Pipe	3.00	90.00
360	lin. ft.	18-inch Corrugated Metal Pipe	4.50	1,620.00
130	lin. ft.	Salvaging Culvert Pipe	2.00	260.00
50	lin. ft.	6-inch Perforated Metal Pipe, Coated	2.00	100.00
10	cu. yds.	3/8" - 0 Backfill in Drains	4.00	40.00
11,600	cu. yds.	Selected Roadbed Topping	0.60	6,960.00
20,000	yd. mi.	Hauling Roadbed Topping	0.20	4,000.00
80	cu. yds.	Class "A" Concrete	70.00	5,600.00
13,000	lbs.	Metal Reinforcement	0.15	1,950.00
All Required		Remove Old Bridge, Sta. 49+70-Unit "[illegible]" and Provision for Traffic		1,500.00
1,900	cu. yds.	3/4" - 0 Material in Leveling Course and Shoulders	2.75	5,225.00
320	M-gal.	Sprinkling	3.00	960.00
1.40	miles	Preparation of Base	200.00	280.00
160	cu. yds.	3/4" - 0 Material in Binder Course	4.00	640.00
26	tons	Furnishing and Placing MC-2 Asphalt	48.00	1,248.00
950	cu. yds.	Hauling and Placing Aggregates	2.00	1,900.00
78	tons	Furnishing and Placing 150-200 Asphalt	46.00	3,588.00
			Subtotal	$55,396.00
			10% Engr. & Cont.	5,539.60
			Total	$60,935.60

Length of Roadway 1.395 miles
Cost per mile $43,681.43

Federal Funds- -	$37,000.00
State Funds- -	23,935.60
	$60,935.60

Materials Furnished From State-owned Stockpile (Nonparticipating)

950	cu. yds.	Aggregates	$ 2.18	$ 2,071.00

MEMO TO:

BUREAU OF PUBLIC ROADS, DEPARTMENT OF COMMERCE

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

~~Acting~~ C. G. Polk
(District Engineer)

FROM: R. H. Baldock
(State Highway Engineer)

November 28, 1951
(Date)

The following major program change of the individual project is requested:

Oregon
(State)

Postwar Federal Aid Secondary Highway Program
(Previous program)

(Date of approval)

NTY Grant

Ninth Supplemental

Route No. FAS 448

	Item No.	Project No.	Termini	Project Cost				Length Miles	Character of Proposed Work
				Class of Work	Total Cost	Federal Funds	State Funds		
Item as Now Programed	151	S-115 (1)	F.A.S. Rt. 5 to Austin	Survey-Plans					Gr., Dr., 2-lane intermediate type surfacing
				Right-of-Way					
				Construction	75,000	48,000	27,000		
				Total	75,000	48,000	27,000	2.69	
Quested Revision	151	S-115 (1)	F.A.S. Rt. 5 to junction with road to Town of Bates	Survey-Plans					Gr., Dr., 2-lane intermediate type surfacing
				Right-of-Way					
				Construction	65,000	40,000	25,000		
				Total	65,000	40,000	25,000	1.40	

Program Balance of ______ funds subsequent to approval of this and previously recommended changes is $______

Program Revision Request

Date November 28, 1951

By ~~Assistant~~
(State Highway Engineer)

Reason for change: Insufficient funds were set up to construct project as originally programmed. Also, since the town of Austin is now practically abandoned and most of the population in the area reside at the town of Bates, there is little justification in the improvement of the road beyond the Bates road junction.

ecommended for Approval: ______ (District Engineer) ______ (Date)

Recommended: ______ (Division Engineer) ______ (Date)

Approved: ______ (Acting Commissioner) ______ (Date)

GOVERNMENT PRINTING OFFICE 16—61038-1

(9)

MEMO TO:

BUREAU OF PUBLIC ROADS, DEPARTMENT OF COMMERCE

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

C G Park
Act. (District Engineer)

FROM: R H Baldock
(State Highway Engineer)

Nov 195[illegible] (Date)

The following major program change of the individual project is requested:

Oregon (State)

Postwar Federal Aid Secondary Highway Program (Previous program)

(Date of approval)

NTY Grant

Ninth Supplemental

Route No. FAS 448

	Item No.	Project No.	Termini	Project Cost Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programed	151	S-115(1)	FA 17.5 to Fountain	Survey-Plans					Gr. Dr. 2-lane intermediate surfacing
				Right-of-Way					
				Construction	75000	46000	29000		
				Total	75000	46000	29000	2.69	
[illegible]quested Revision	151	S-115(1)	FA 87.5 to junction with road to Hamilton [illegible]	Survey-Plans					Gr. Dr. 2-lane intermediate type surfacing
				Right-of-Way					
				Construction	65000	40000	25000		
				Total	65000	40000	25000	1.40	

Program Balance of ______ funds subsequent to approval of this and previously recommended changes is $______

Program Revision Request

Reason for change: (A)

Date ______, 195__

By ______ (State Highway Engineer)

[illegible]commended for Approval: ______ (District Engineer) ______ (Date)

Recommended: ______ (Division Engineer) ______ (Date)

Approved: ______ (Acting Commissioner) ______ (Date)

[illegible] GOVERNMENT PRINTING OFFICE 16—61038-1

RECEIVED
FOR FILING

April 15, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Austin-Squaw Creek Section, Project No. F-305 (3).

In accordance with your request the estimate has been revised to show the cost of oiling across the bridge at Station 24+00 separately from the roadwork.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:tp

Encl.

Oregon State Highway Department   Federal Aid Project No. F-305 (3)

AUSTIN-SQUAW CREEK UNIT,

AUSTIN-UNITY JUNCTION SECTION

OF THE JOHN DAY HIGHWAY IN GRANT COUNTY

(Estimate as basis for project agreement. Based on low bid prices.

Salem, Oregon, April 9, 1952

Type Code 5231
Roadway (Sta. 0+22 to 232+63)

All Required		Clearing and Grubbing (76%)		$ 11,400.00
220	cu. yds.	Structural Excavation, Unclassified	$ 3.50	770.00
110	cu. yds.	Trench Excavation, Unclassified	3.50	385.00
94,000	cu. yds.	General Excavation, Unclassified	0.77	72,380.00
225,000	yd. sta.	Short Overhaul	0.02	4,500.00
11,000	M-yd. sta.	Long Overhaul	0.50	5,500.00
4.40	miles	Finishing Roadbed and Slopes	1,000.00	4,400.00
540	lin. ft.	18-inch Corrugated Metal Pipe	4.50	2,430.00
20	lin. ft.	24-inch Corrugated Metal Pipe	6.50	130.00
120	lin. ft.	36-inch Corrugated Metal Pipe	13.00	1,560.00
16	lin. ft.	48-inch Corrugated Metal Pipe	23.00	368.00
150	lin. ft.	Salvaging Culvert Pipe	3.50	525.00
14	cu. yds.	Class "A" Concrete	90.00	1,260.00
1,800	lbs.	Metal Reinforcement	0.13	234.00
9,000	cu. yds.	Selected Roadbed Topping	0.70	6,300.00
11,000	yd. mi.	Hauling Roadbed Topping	0.30	3,300.00
6,100	cu. yds.	3/4" - 0 Material in Leveling Course and Shoulders	2.70	16,470.00
800	M-gals.	Sprinkling	2.50	2,000.00
4.40	miles	Preparation of Base	200.00	880.00
500	cu. yds.	3/4" - 0 Material in Binder Course	3.60	1,800.00
80	tons	Furnishing and Placing MC-2 Asphalt	48.50	3,880.00
3,040	cu. yds.	Hauling and Placing Aggregates	1.70	5,168.00
251.6	tons	Furnishing and Placing 150-200 Asphalt	46.50	11,699.40
			Subtotal	$157,339.40
			10% Engr. & Cont.	15,733.94
			Total	$173,073.34

Type Code X001
Paving Bridge Deck (Sta. 23+91 to 24+21)

10	cu. yds.	Hauling and Placing Aggregates	1.70	$ 17.00
0.4	ton	Furnishing and Placing 150-200 Asphalt	46.50	18.60
		Subtotal		$ 35.60
		10% Engr. & Cont.		3.56
		Total		$ 39.16

Length of Roadway	4.396 miles
Length of 1 Bridge	.006 miles
Total Length	4.402 miles
Cost per mile, Roadway	$39,370.64

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$173,073.34	$98,978.00	$74,095.34
Bridge	39.16	22.00	17.16
	$173,112.50	$99,000.00	$74,112.50

Material Furnished from State-owned Stockpile (Non-participating)

3,050	cu. yds.	Aggregates	$ 2.18	$ 6,649.00

State Funds for Constr: Chap. 175, laws 1917: Chap. 31, laws 1920: Chap. 529, laws 1939.
State Funds for Maint: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Project No. F-305 (3)

AUSTIN-SQUAW CREEK UNIT,
AUSTIN-UNITY JUNCTION SECTION
OF THE JOHN DAY HIGHWAY IN GRANT COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, ~~March 18~~ [illegible], 1952

Type Code 5231
Roadway (Sta. 0+22 to 232+63)

	All Required		Clearing and Grubbing (76%)		$ 11,400.00	
	220	cu. yds.	Structural Excavation, Unclassified	$ 3.50	770.00	
	110	cu. yds.	Trench Excavation, Unclassified	3.50	385.00	
	94,000	cu. yds.	General Excavation, Unclassified	0.77	72,380.00	
	225,000	yd. sta.	Short Overhaul	0.02	4,500.00	
	11,000	C-yd. sta.	Long Overhaul	0.50	5,500.00	
	4.40	miles	Finishing Roadbed and Slopes	1,000.00	4,400.00	
	540	lin. ft.	18-inch Corrugated Metal Pipe	4.50	2,430.00	
	20	lin. ft.	24-inch Corrugated Metal Pipe	6.50	130.00	
	120	lin. ft.	36-inch Corrugated Metal Pipe	13.00	1,560.00	
	16	lin. ft.	48-inch Corrugated Metal Pipe	23.00	368.00	
	150	lin. ft.	Salvaging Culvert Pipe	3.50	525.00	
	14	cu. yds.	Class "A" Concrete	90.00	1,260.00	
	1,800	lbs.	Metal Reinforcement	0.13	234.00	
	9,000	cu. yds.	Selected Roadbed Topping	0.70	6,300.00	
	11,000	yd. mi.	Hauling Roadbed Topping	0.30	3,300.00	
	6,100	cu. yds.	3/4" - 0 Material in Leveling Course and Shoulders	2.70	16,470.00	
	800	M-gals.	Sprinkling	2.50	2,000.00	
	4.40	miles	Preparation of Base	200.00	880.00	
	500	cu. yds.	3/4" - 0 Material in Binder Course	3.60	1,800.00	
	80	tons	Furnishing and Placing MC-2 Asphalt	48.50	3,880.00	
3040	~~3,050~~	cu. yds.	Hauling and Placing Aggregates	1.70	~~5,185.00~~	5168.00
251.6	~~252~~	tons	Furnishing and Placing 150-200 Asphalt	46.50	~~11,718.00~~	11699.40
				Subtotal	~~$157,375.00~~	157339.40
				10% Engr. & Cont.	~~15,737.50~~	15733.94
				Total	~~$173,112.50~~	[illegible]073.34

Length of Roadway 4.396 miles
Length of 1 Bridge .006 mile
Total Length 4.402 miles
Cost per mile, Roadway ~~$39,379.54~~ 3937[illegible]

Federal Funds- -	$ 99,000.00
State Funds- -	74,112.50
	$173,112.50

Material Furnished From State-owned Stockpile (Nonparticipating)

3,050 cu. yds.	Aggregates	$ 2.18	$ 6,649.00

State Funds for Construction: Chap. 175, laws 1917, Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

March 20, 1952

Mr. C. G. Polk, District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing five copies of estimate as basis for project agreement for the Austin-Squaw Creek Section, Project No. F-305 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:tp
Encl.

Oregon State Highway Department   Federal Aid Project No. F-305 (3)

AUSTIN-SQUAW CREEK UNIT,

AUSTIN-UNITY JUNCTION SECTION

OF THE JOHN DAY HIGHWAY IN GRANT COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, March 18, 1952

Type Code 5231
Roadway (Sta. 0+22 to 232+63)

All Required		Clearing and Grubbing (76%)		$ 11,400.00
220	cu. yds.	Structural Excavation, Unclassified	$ 3.50	770.00
110	cu. yds.	Trench Excavation, Unclassified	3.50	385.00
94,000	cu. yds.	General Excavation, Unclassified	0.77	72,380.00
225,000	yd. sta.	Short Overhaul	0.02	4,500.00
11,000	C-yd. sta.	Long Overhaul	0.50	5,500.00
4.40	miles	Finishing Roadbed and Slopes	1,000.00	4,400.00
540	lin. ft.	18-inch Corrugated Metal Pipe	4.50	2,430.00
20	lin. ft.	24-inch Corrugated Metal Pipe	6.50	130.00
120	lin. ft.	36-inch Corrugated Metal Pipe	13.00	1,560.00
16	lin. ft.	48-inch Corrugated Metal Pipe	23.00	368.00
150	lin. ft.	Salvaging Culvert Pipe	3.50	525.00
14	cu. yds.	Class "A" Concrete	90.00	1,260.00
1,800	lbs.	Metal Reinforcement	0.13	234.00
9,000	cu. yds.	Selected Roadbed Topping	0.70	6,300.00
11,000	yd. mi.	Hauling Roadbed Topping	0.30	3,300.00
6,100	cu. yds.	3/4" - 0 Material in Leveling Course and Shoulders	2.70	16,470.00
800	M-gals.	Sprinkling	2.50	2,000.00
4.40	miles	Preparation of Base	200.00	880.00
500	cu. yds.	3/4" - 0 Material in Binder Course	3.60	1,800.00
80	tons	Furnishing and Placing MC-2 Asphalt	48.50	3,880.00
3,050	cu. yds.	Hauling and Placing Aggregates	1.70	5,185.00
252	tons	Furnishing and Placing 150-200 Asphalt	46.50	11,718.00
			Subtotal	$157,375.00
			10% Engr. & Cont.	15,737.50
			Total	$173,112.50

Length of Roadway	4.396 miles
Length of 1 Bridge	.006 mile
Total Length	4.402 miles
Cost per mile, Roadway	$39,379.54

Federal Funds	$ 99,000.00
State Funds	74,112.50
	$173,112.50

Material Furnished From State-owned Stockpile (Nonparticipating)

3,050 cu. yds.	Aggregates	$ 2.18	$ 6,649.00

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

Oregon State Highway Department Federal Aid Project No. F-305 (3)

AUSTIN-SQUAW CREEK UNIT,
AUSTIN-UNITY JUNCTION SECTION
OF THE JOHN DAY HIGHWAY IN GRANT COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 4, 1951

Type Code 5231
Roadway (Sta. 0+22 to 232+63)

All Required		Clearing and Grubbing (76%)		$ 9,120.00
220	cu. yds.	Structural Excavation, Unclassified	3.00	660.00
110	cu. yds.	Trench Excavation, Unclassified	3.00	330.00
94,000	cu. yds.	General Excavation, Unclassified	0.80	75,200.00
225,000	yd. sta.	Short Overhaul	0.02	4,500.00
11,000	C-yd. sta.	Long Overhaul	0.50	5,500.00
4.40	miles	Finishing Roadbed and Slopes	700.00	3,080.00
540	lin. ft.	18-inch Corrugated Metal Pipe	4.50	2,430.00
20	lin. ft.	24-inch Corrugated Metal Pipe	6.00	120.00
120	lin. ft.	36-inch Corrugated Metal Pipe	12.00	1,440.00
16	lin. ft.	48-inch Corrugated Metal Pipe	18.00	288.00
150	lin. ft.	Salvaging Culvert Pipe	2.00	300.00
14	cu. yds.	Class "A" Concrete	70.00	980.00
1,800	lbs.	Metal Reinforcement	0.15	270.00
9,000	cu. yds.	Selected Roadbed Topping	0.60	5,400.00
11,000	yd. mi.	Hauling Roadbed Topping	0.20	2,200.00
6,100	cu. yds.	3/4" - 0 Material in Leveling Course and Shoulders	2.75	16,775.00
800	M-gals.	Sprinkling	3.00	2,400.00
4.40	miles	Preparation of Base	200.00	880.00
500	cu. yds.	3/4" - 0 Material in Binder Course	4.00	2,000.00
80	tons	Furnishing and Placing MC-2 Asphalt	48.00	3,840.00
3,050	cu. yds.	Hauling and Placing Aggregates	2.00	6,100.00
252	tons	Furnishing and Placing 150-200 Asphalt	46.00	11,592.00
			Subtotal	$155,405.00
			10% Engr. & Cont.	15,540.50
			Total	$170,945.50

Length of Roadway	4.396 miles
Length of 1 Bridge	.006 mile
Total Length	4.402 miles
Cost per mile, Roadway	$38,833.59

NOTE: Oiling is to be constructed across bridge.

Federal Funds- -	$ 99,000.00
State Funds- -	71,945.50
	$170,945.50

Material Furnished from State-owned Stockpile (Nonparticipating)

3,050 cu. yds.	Aggregates	$ 2.18	$ 6,649.00

Oregon State Highway Department Federal Aid Project No. 305 (3)

AUSTIN-[illegible] [illegible] UNIT,
AUSTIN-[illegible] JUNCTION SECTION
OF THE JOHN DAY HIGHWAY IN GRANT COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 4, 1951

Type Code 5231
Roadway (Sta. 0+2[illegible] to 232+6[illegible])

All Required		Clearing and Grubbing (7[illegible])		$ 9,120.00
220	cu. yds.	Structural Excavation, Unclassified	$ 3.00	660.00
110	cu. yds.	Trench Excavation, Unclassified	3.00	330.00
94,000	cu. yds.	General Excavation, Unclassified	0.80	75,200.00
~~68,000~~	yd. sta.	Short Overhaul	0.02	~~1,360.00~~
180	C-yd. sta.	Long Overhaul	0.50	~~90.00~~
4.40	miles	Finishing Roadbed and Slopes	700.00	3,080.00
540	lin. ft.	18-inch Corrugated Metal Pipe	4.50	2,430.00
20	lin. ft.	24-inch Corrugated Metal Pipe	6.00	120.00
120	lin. ft.	36-inch Corrugated Metal Pipe	12.00	1,440.00
16	lin. ft.	48-inch Corrugated Metal Pipe	18.00	288.00
150	lin. ft.	Salvaging Culvert Pipe	2.00	300.00
14	cu. yds.	Class "A" Concrete	70.00	980.00
1,800	lbs.	Metal Reinforcement	0.15	270.00
9,000	cu. yds.	Selected Roadbed Topping	0.60	5,400.00
11,000	yd. mi.	Hauling Roadbed Topping	0.20	2,200.00
6,100	cu. yds.	3/4" - 0 Material in Leveling Course and Shoulders	2.75	16,775.00
800	M-gals.	Sprinkling	3.00	2,400.00
4.40	miles	Preparation of Base	200.00	880.00
500	cu. yds.	3/4" - 0 Material in Binder Course	4.00	2,000.00
80	tons	Furnishing and Placing RC-2 Asphalt	48.00	3,840.00
3,050	cu. yds.	Hauling and Placing Aggregates	2.00	6,100.00
252	tons	Furnishing and Placing 150-200 Asphalt	46.00	11,592.00
			Subtotal	$146,855.00
			10% Engr. & Cont.	14,685.50
			Total	$161,540.50

Length of Roadway	4.396 miles
Length of 1 Bridge	.006 mile
Total Length	4.402 miles
Cost per mile, roadway	$36,747.15

Federal Funds- -	$ 99,000.00	
State Funds- -	~~62,540.50~~	71945.50
170945.50	~~$161,540.50~~	

Material Furnished from State-owned Stockpile (Nonparticipating)

3,050 cu. yds.	Aggregates	$ 2.18	$ 6,649.00

PR 2 (Revised 1946)

State Oregon

Federal Aid Project No. F-305(3)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 22nd day of July, 1952, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 15th day of October, 1951, a program, which was approved on the 5th day of December, 1951, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 6th day of December, 1951; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of ninety-nine thousand and 00/100 dollars ($99,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 0+22 in the NE 1/4, Section 33, T. 11 S., R. 35 E., W. M., and survey station 232+63.0 in the SE 1/4, Section 30, T. 11 S., R. 35-1/2 E., W.M., without exception, length 4.402 miles, in Grant County, being Oregon Federal Aid project No. F-305(3), consisting of 4.396 miles of roadway and one bridges~~, each~~ of more than 20 feet clear span, 0.006 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11879-2

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "~~Secondary~~ Secretary of Commerce", as the context requires, to conform to the President's Reorganisation Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of ninety-nine thousand and 00/100 dollars ($ 99,000.00), which does not exceed the authorized Federal pro rata share of one hundred seventy-three thousand, one hundred twelve and 50/100 dollars ($ 173,112.50), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:
(Include reference to statute authorizing

Chapter 529, Laws of 1939.
funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. **112**

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

Assistant STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-2

RECEIVED
JUL 17 1952
OREGON DISTRICT

RECEIVED

FOR FILING

March 12, 1952

Mr. C. C. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on February 13, 1952 on Contract No. 3616, Austin-Squaw Creek Unit of the Austin-Unity Junction Section and the Austin Spur Section, in connection with Federal Aid Project No. F-305 (3), S-115 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

RECEIVED
JAN 24 1952
FOR FILING

January 23, 1952

Durbin Bros.
[illegible]97 Roosevelt Blvd.
Eugene, Oregon

Gentlemen:

We enclose herewith two fully executed copies of contracts which were awarded to you on December 21, 1951 by the State Highway Commission, as follows:

Contract No. 3616, for grading and surfacing on the Austin-Squaw Creek Unit of the Austin-Unity Junction Section and the Austin Spur Section of the John Day Highway in Grant County.

Contract No. 3617, for grading and surfacing on the Prairie City (Johnson Ave.) City Street Section in Grant County.

These contracts are for your records and files.

We are also sending an executed copy of each of the above contracts to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls.2

RECEIVED
FOR FILING

December 24, 1951

Durbin Brothers
2597 Roosevelt Boulevard
Eugene, Oregon

Gentlemen:

The State Highway Commission on December 21, 1951 awarded you Contract No. 3616 for grading and oil mat surfacing on the Austin-Squaw Creek Unit of the Austin Unity Junction Section and the Austin Spur Section of the John Day Highway and Contract No. 3617 for grading, surfacing, and bituminous macadam on the Prairie City (Johnson Avenue) Project in Grant County. These awards were based on your low bids of $218,174 and $9,777 respectively, submitted on that date.

I am enclosing a copy of the proposal form which contains specifications and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr
Enclosure

cc H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

OREGON DISTRICT F-305(3)
S-115(1)
3011

December 21, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project S-115(1), Austin Spur Section of the John Day Highway to Durbin Bros. of Eugene, Oregon, low bidder in the total amount of $218,174.00 for the construction of this project and Project F-305(3), combined under the same contract, at the December 21, 1951 bid opening.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
DEC 26 1951
OREGON
STATE HIGHWAY COMMISSION

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

December 21, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project F-305(3), Austin-Squaw Creek Unit of the Austin-Unity Junction Section, John Day Highway, to Durbin Bros. of Eugene, Oregon, low bidder in the total amount of $218,174.00 for the construction of this project and Project S-115(1), combined under the same contract, at the December 21, 1951 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
DEC 26 1951
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
File
FOR FILING

7-305(2)
F 115(1)
#2616

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

December 11, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The sketch map for Oregon FAS-115, Austin Spur Section of the John Day Highway, is approved today.

Very truly yours,

W. H. LYNCH
Division Engineer

By: F. E. Andrews
F. E. Andrews
Principal Highway Engineer

NOTED
W. C. WILLIAMS

RECEIVED
FOR FILING
OREGON DISTRICT

Files

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

F-305(3)
2-115(1)
[illegible]

F305(3)

December 6, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project F-305(3), Austin-Squaw Creek Unit, Austin-Unity Junction Section of the John Day Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED

RECEIVED
DEC 13 1951
FOR FILING

OREGON DISTRICT

F 305(3)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

December 6, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Oregon Project F-305(3)
Austin-Squaw Creek Unit,
Austin-Unity Jct. Section
of the John Day Highway
Letter of Intent

NOTED
W. C. WILLIAMS

Dear Sir:

It has been determined that the subject project meets eligibility requirements, based on the criteria of essentiality described in Section Two of the Commissioner's memorandum of June 12, 1951, for an allotment of controlled materials and priority assistance.

Within the steel, copper and aluminum quantity limitations received from the Defense Production Administration, allotment of controlled materials will be made to the project when the contractor is ready to order his materials.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

[illegible]CEIVED
FOR FILING

[illegible]
[illegible]
[illegible]

November 20, 1951

Mr. C. G. Polk
Acting District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon.

Dear Sir:

In connection with the proposed grading, surfacing and oiling of the Austin Spur Section of the John Day Highway in Grant County, Federal Project No. S-115(1), and in connection with a similar proposed project, the Austin-Squaw Creek Unit of the Austin-Forest Boundary Section of the same highway, Federal Project No. f-305(3), we desire your approval in the use of State-furnished mineral aggregate for the oiling work, in an estimated quantity of 4,600 cubic yards.

The state-furnished materials were produced under a State-financed contract No. 3256, Dixie Summit-Baker County Line Rock Production Project, in 1950 from a quarry located opposite Mile Point 194. Testing Laboratory Reports Nos. 210302, 254571, 252111, 252114 and 252116 show the quality of the rock and the grading of the materials which we propose to use in the oiling work.

We hope to advertise the above two projects on December 5, 1951 for bids to be received December 21st, and will appreciate your approval of the use of these materials as oiling aggregates for those projects.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

VGO'N:tp
c.c: S. H. Probert.

RECEIVED
DEC 13 1951
FOR FILING

OREGON DISTRICT

7-305(3)

S-115(1)

#3616

[illegible]

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

December 6, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Oregon Project S-115(1)
Austin Spur Section of the
John Day Highway
Letter of Intent

NOTED
W. C. WILLIAMS

Dear Sir:

It has been determined that the subject project meets eligibility requirements, based on the criteria of essentiality described in Section Two of the Commissioner's memorandum of June 12, 1951, for an allotment of controlled materials and priority assistance.

Within the steel, copper and aluminum quantity limitations received from the Defense Production Administration, allotment of controlled materials will be made to the project when the contractor is ready to order his materials.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
[illegible] 1951
FOR FILING

File

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

F-305(2)
S-115(1)
3616

S-115(1)

December 6, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project S-115(1), Austin Spur Section of the John Day Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
DEC 11 1951
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

7-305(3)
8-115(1)
3616

8-115(1)

December 4, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Copy to Mr. Probert
12-5-51

Dear Sir:

The request for approval of individual project program change dated November 20, 1951, relative Item 151, Project S-115(1), F. A. Route 5 to junction with road to Town of Bates was approved effective November 29, 1951.

The item will appear on the Postwar Federal Aid Secondary Highway program as of November 29, 1951 as follows:

Item	151
County	Grant
Project No.	S-115(1)
FAS Route No.	448
State Route	U.S. 28 spur
Termini	FA Rt. 5 to junction with road to Town of Bates

Estimated Project Cost:	
Total	$65,000
Federal	31,000
State	25,000

Length	1.40 mile
Character of Work	Grading, draining, 2-lane intermediate type surfacing

NOTED
W. C. WILLIAMS

Very truly yours,

CGPolk
C. G. POLK
District Engineer

RECEIVED
DEC 5 1951
OREGON
STATE HIGHWAY COMMISSION

CEIVED
NOV 1951
FOR FILING

2-305(1)
S-115(1)
#2611

S.115(1)

November 23, 1951

Mr. C. G. Polk
Acting District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are sending under separate cover four copies of project statement map for the Austin Spur Section, Project No. FAS-115.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:cw

EIVED
NOV 6 1951
FOR FILING

F-305(
S-115(1)
[illegible]

November 20, 1951

Mr. C. O. Polk
Acting District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

In connection with the proposed grading, surfacing and oiling of the Austin Spur Section of the John Day Highway in Grant County, Federal Project No. S-115 (1), and in connection with a similar proposed project, the Austin-Squaw Creek Unit of the Austin-Forest Boundary Section of the same highway, Federal Project No. F-305 (3), we desire your approval in the use of State-furnished mineral aggregate for the oiling work, in an estimated quantity of 4,600 cubic yards.

The State-furnished materials were produced under a State-financed Contract No. 3256, Dixie Summit-Baker County Line Rock Production Project, in 1950 from a quarry located opposite Mile Point 194. Testing Laboratory Reports Nos. 210302, 251571, 252111, 252114 and 252116 show the quality of the rock and the grading of the materials which we propose to use in the oiling work.

We hope to advertise the above two projects on December 5, 1951 for bids to be received December 21st, and will appreciate your approval of the use of these materials as oiling aggregates for these projects.

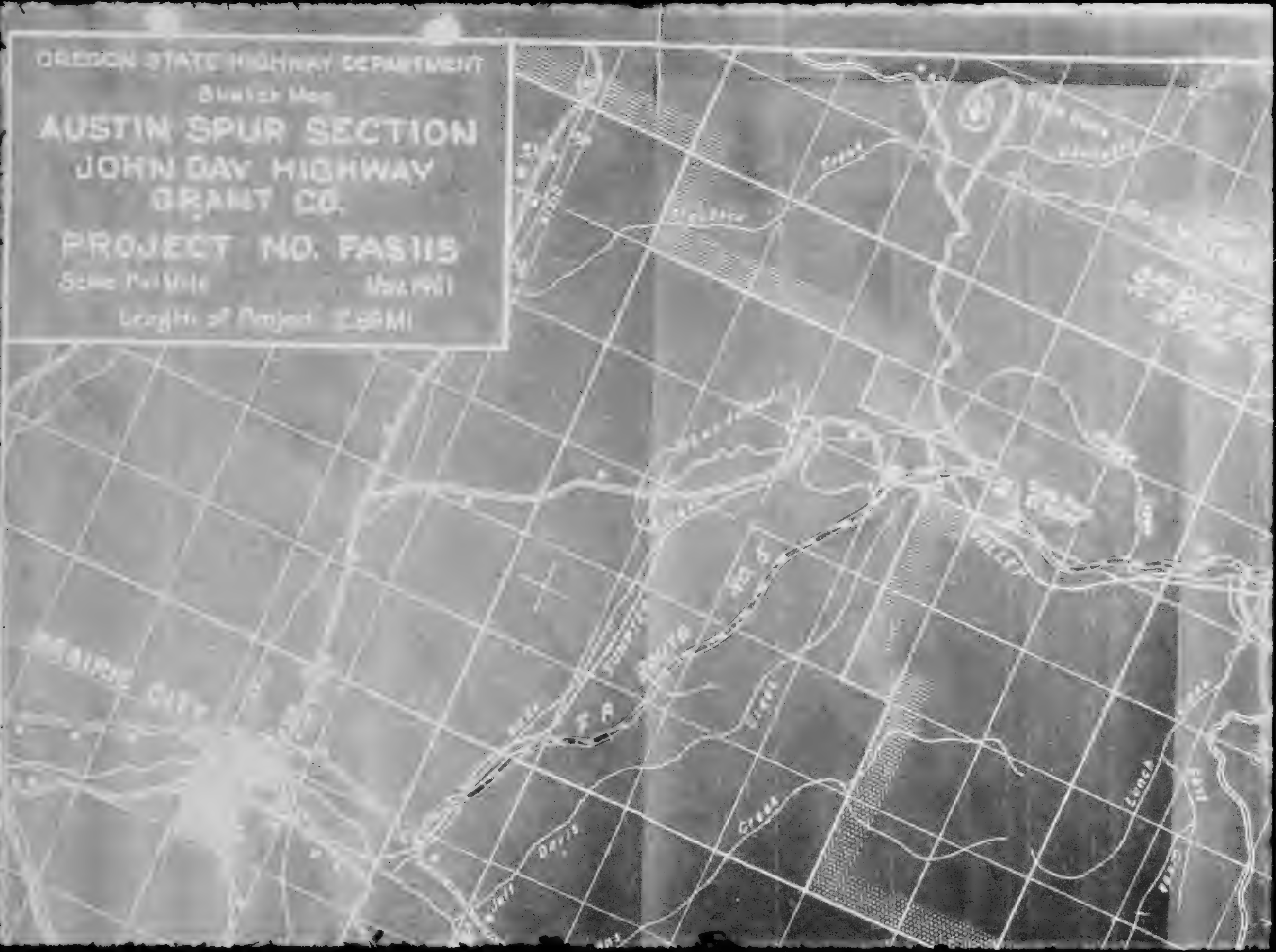
Very truly yours,

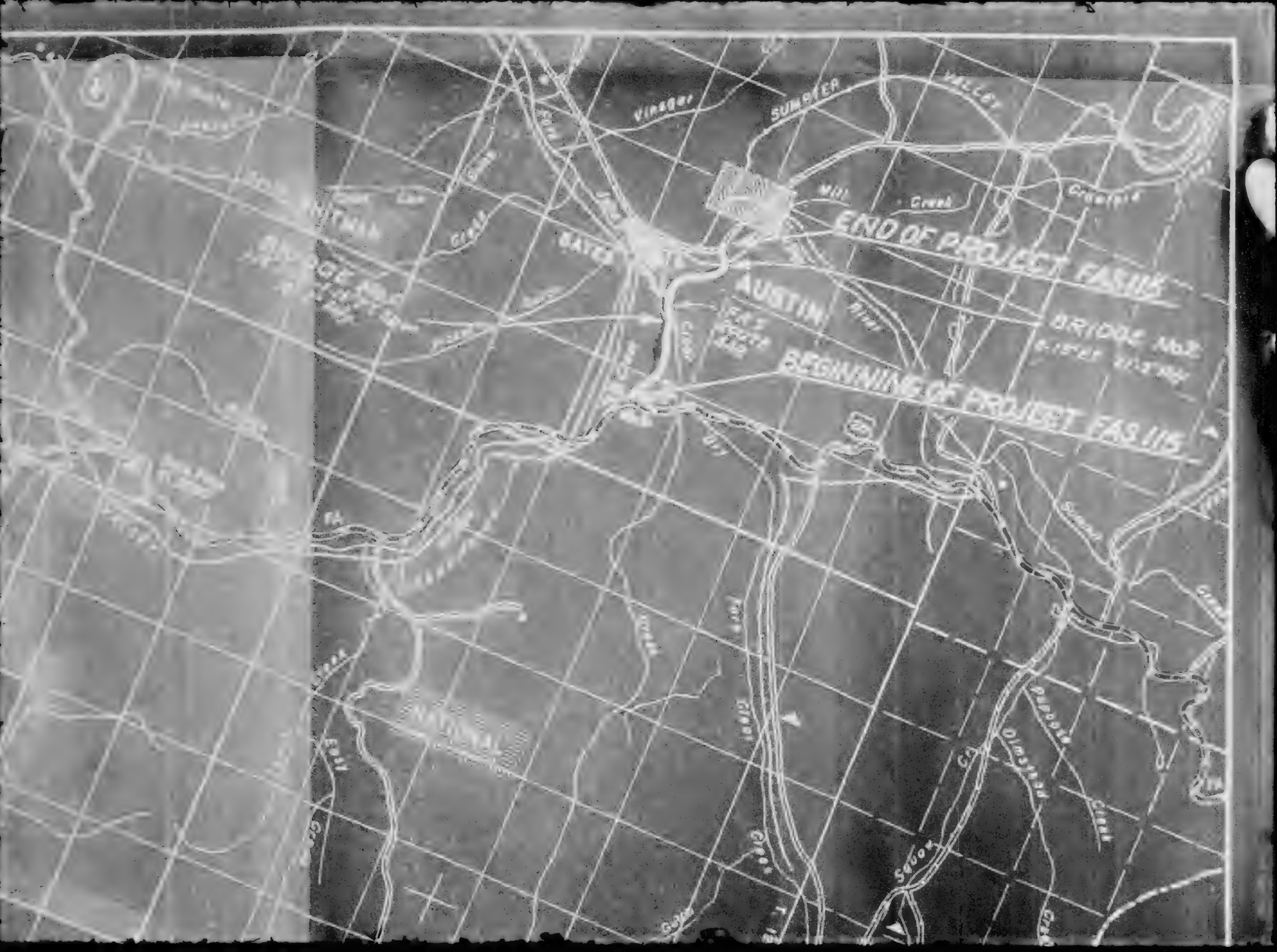
R. H. Baldock
State Highway Engineer

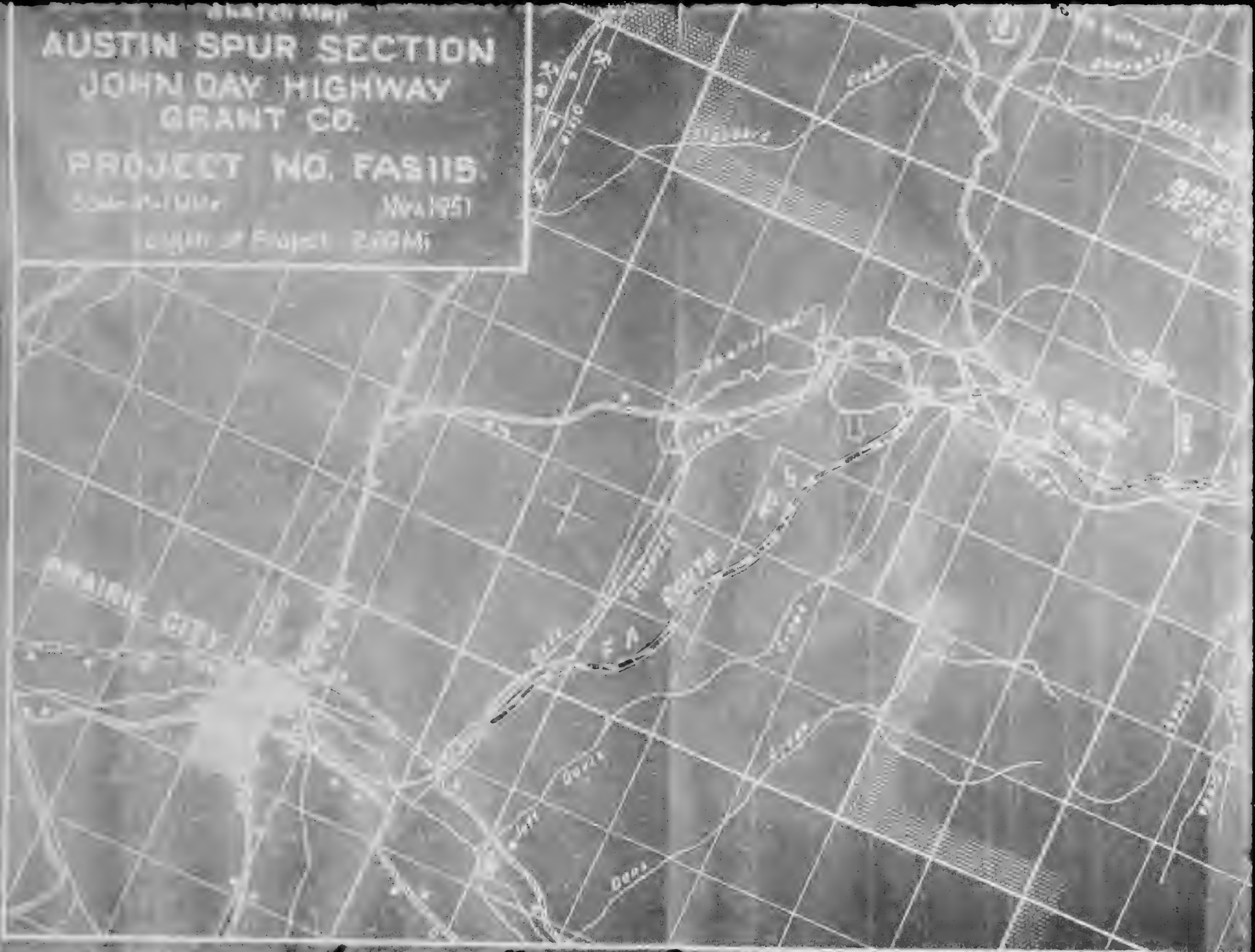
By

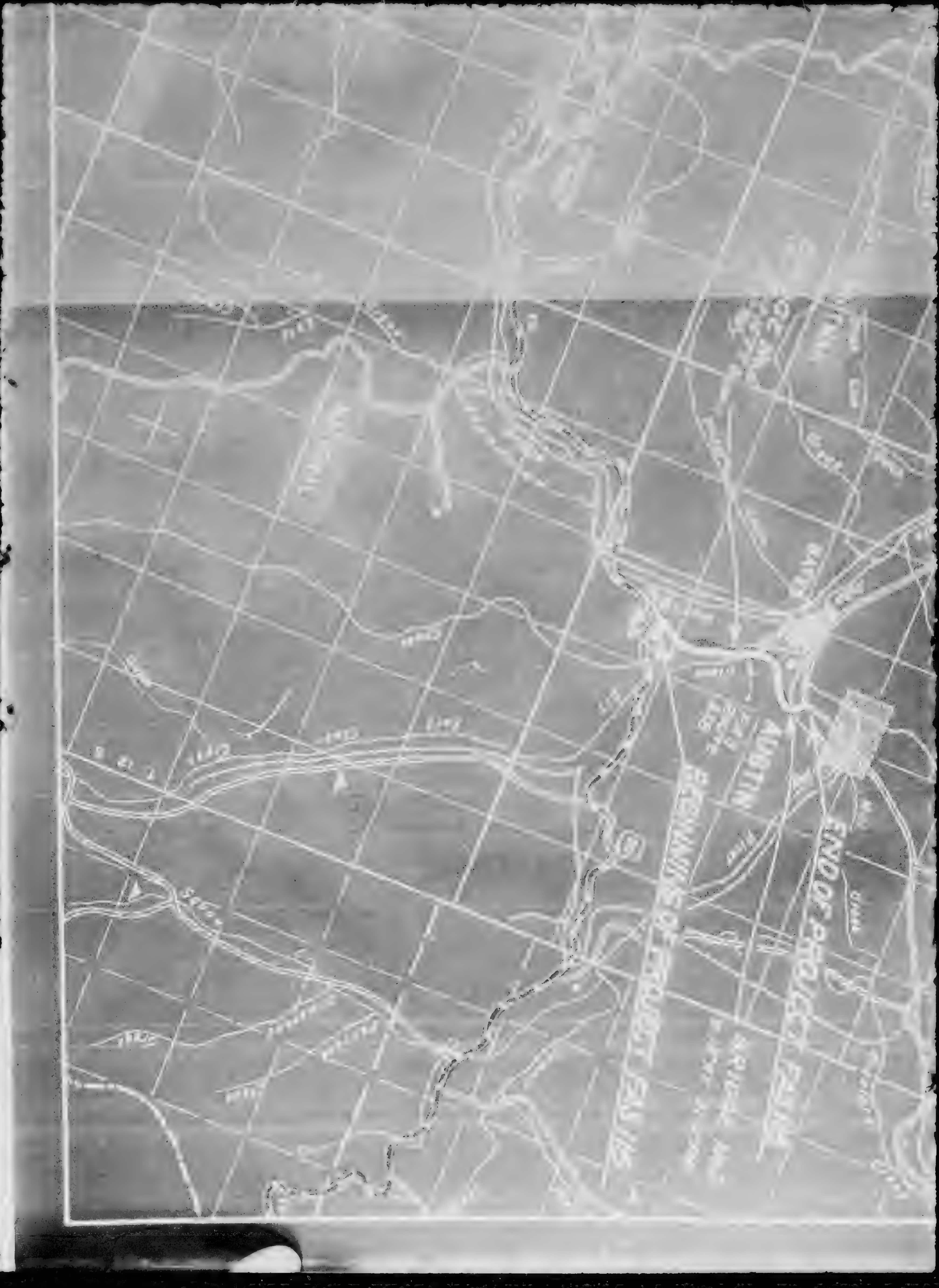
W. C. Williams
Assistant State Highway Engineer

VGO'N:tp
c.c.: S. H. Probert


OREGON STATE HIGHWAY DEPARTMENT
Sketch Map
AUSTIN SPUR SECTION
JOHN DAY HIGHWAY
GRANT CO.
PROJECT NO. FAS115
Scale 1"=1 Mile
Length of Project
PRAIRIE CITY
Davis
Lunch


END OF PROJECT FAS 115
BRIDGE No.2
BEGINNING OF PROJECT FAS 115
AUSTIN
Mill
Creek
River
Vinegar
SUMPTER
VALLEY
BAKER
NATIONAL
Olmstead
Creek
East
Squaw


Sketch Map
AUSTIN SPUR SECTION
JOHN DAY HIGHWAY
GRANT CO.
PROJECT NO. FAS115.
Scale [illegible] 1 Mi.   Nov. 1951
Length of Project 2.00 Mi.


AUSTIN
BEGINNING OF PROJECT
END OF PROJECT

RECEIVED
AUG 3 1951
FOR FILING

Cross Referenced To:
Const
R/W
County Rds.
[illegible]

4-R
5-24-51

July 25, 1951

Mr. C. L. Leishman
c/o Bates Mercantile Company
Bates, Oregon

Dear Mr. Leishman:

With your letter of April 25, 1951 you transmitted to the State Highway Commission a petition signed by numerous residents of Bates asking that the Austin-Spur section be rebuilt and provided with an oiled surface.

This note is simply to inform you that the State Highway Commission has included this project in its tentative program for Federal Aid Secondary funds, the sum of $75,000 having been set up therefor. The contracting of the work has been authorized as soon as the Federal monies are made available. I thought you would like to have this information.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls

April 27, 1951

Mr. C. L. Leishman
c/o Bates Mercantile Company
Bates, Oregon

Dear Mr. Leishman

This is to acknowledge receipt of the petition transmitted with your letter of April 25, 1951, which petition was signed by numerous residents of the town of Bates, and in which the Highway Commission is requested to rebuild and oil surface the Austin Spur Highway. I shall be pleased to bring your letter to the attention of the members of the State Highway Commission.

In the meantime, I might state that the Highway Commission is cognizant of the condition of this road and has tentatively approved the allocation of federal aid secondary highway funds for improvement of this road. Final and definite action on the matter, however, cannot be taken by the Commission until it receives from the federal government notification of the release of the federal monies with which it is proposed to finance it. It is anticipated that such notification will be received within the next couple of months, at which time the Commission will give consideration to the allocation of the monies to specific projects, one of which is the Austin Spur section. I can assure you that the Commission has the project in mind.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ds
cc: Commissioners
R. H. Baldock
W. C. Williams

BATES MERCANTILE COMPANY
GENERAL MERCHANDISE
BATES, OREGON

4-h

April 25, 1951

Oregon State Highway Commission,
Salem, Oregon

Gentlemen:

I am enclosing a petition signed by several residents of Bates, Oregon asking that the Highway Commission rebuild and oil surface the Austin Spur Highway.

As you no doubt know this piece of road has been sorely neglected and at some periods of the year it is hard to get over it at all.

One curve in particular has caused several wrecks. In the past year three cars have gone over the grade on this curve and there has been several minor collisions without any serious injuries but unless something is done it will be just a matter of time until someone is killed.

Any consideration that you can give us will be greatly appreciated by the people of this community.

Yours very truly,

C L Leishman

C. L. Leishman

NOTE TO [illegible]
DATE 7/25

[illegible]

ACKNOWLEDGED
H. B. GLAISYER

S+C

We the undersigned, residents of Bates Oregon, ask that the Highway Commission rebuild and Oil surface the Austin Spur Highway.

Frank C Frey	Bates Ore.
[illegible]	Bates Ore
J. M. Whitlock	Bates Ore
A. C. [illegible]	Bates Ore
[illegible]	Bates Ore
Mrs. [illegible]	Bates Ore.
Anna Busby	" "
[illegible] Watson	" "
[illegible]	" "
[illegible]	" "
[illegible]	" "
Gerald Wearin	" "
Charles Adams	
[illegible]	" "
Robert E. [illegible]	" "
Dab C Losey	" "
H. H. Haynes	Prairie City
Kenneth H. Bogart	Bates Ore
Stanley W. Wood	Bates Oregon
[illegible]	Bates Ore
[illegible]	Bates Oregon
[illegible]	Bates Oregon
Floyd C. P. Brooks	Bates Ore
Frank [illegible]	Bates Ore.
Stanley [illegible]	Bates Ore.
Howard [illegible]	" "
Donald Watkins	" "
Shirley Thompson	" "
[illegible]	
Pauline Hatthusen	
Juanita Moren	" "
[illegible]	" "
Carl Adams	" "
[illegible]	" "
[illegible]	
[illegible]	Bates Ore
Bert Thompson	Bates Ore
[illegible]	Ba[illegible]

FRANK C FACY
[illegible]
A. M. Whitbeck
A. C. K[illegible]
[illegible]
Mrs G. [illegible]
Anna B[illegible]
Daniel Watson
[illegible]
Sy[illegible]
[illegible]
Gerald W[illegible]
Charles Adams
[illegible]
Robert [illegible]
Gab C Losey
H. H. Haynes
Joseph H. Bogart
Stanley M. Wood
[illegible]
[illegible]
[illegible]
[illegible] Brooks
[illegible]
Stanley [illegible]
Edward [illegible]
Donald Watkins
Shirley Thompson
Henrietta [illegible]
Pauline Halthusen
Juanita Moore
[illegible]
Carol Adams
[illegible]
[illegible]
[illegible]
Dean [illegible]
Bert Thompson
Helen Bogart
Charles A. Roberts Jr
C M Pierce
[illegible]
L C Smith
Anne Williams
Juanita Francis
Earl C Estes
R. L. Blume
H. C. Harman

Bates Ore.
[illegible]
Bates Ore
Bates Ore
[illegible]
Bates Ore,
" "
" "
" "
" "
" "
" "
" "
" "
" "
Prairie City
Bates Ore
Bates Oregon.
Bates Ore
Bates Oregon
Bates Oregon
Bates Ore
Bates Ore.
Bates Oreg.
" "
" "
" "
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" "
" "
Bates Ore
Bates Ore.
Bates Ore,
Bates Ore
" "
Bates, Ore
Bates Ore
Bates, Ore.
" "
Bates Ore
Bates Ore
" "

[illegible] Roberts	Bates	Oregon
Dorney Frazier	Bates	Oregon
Walter [illegible]	Bates	Oregon
Elmer Thompson	Bates	Oregon
Harold Paulson	Bates	Oregon
Alice [illegible]	Bates	Oregon
A.T. Kranenburg	Bates	Oregon
Clay Bates	Bates	Oregon
[illegible]	Bates	Oregon
Cecelia Brown	Bates	Oregon
Lydia Pruitt		
[illegible] Frazier		
Eugene Larkin		
Verna Cook	Bates	Oregon
Denny Cook	Bates	Oregon
[illegible]	[illegible]	
[illegible]	Bates	Oregon
Mabel Sibley	Bates,	Oregon
[illegible]	Bates,	Oregon
John Bassett	Bates	Oregon
[illegible]	"	"
Carol Johns	Bates,	Oregon
Maynard White	Bates	Oregon
Robert D. [illegible]	Bates	Oregon
Henry Rockenbrant	Bates	Oregon

COPY

We, the undersigned, residents of Bates, Oregon, ask that the Highway Commission rebuild and oil surface the Austin Spur Highway.

Frank C. Frey	Bates,	Oregon
C. L. Leishman	"	"
T. W. Whitlock	"	"
A. C. Kirkpatrick	"	"
Clinton Brown	"	"
Mrs. A. C. Kirkpatrick	"	"
Anna Busby	"	"
T. Gail Dawcet	"	
Vernon L. Shea	"	
Sylvia Brooks	"	"
Emma Stone	"	"
Gerald Morrison	"	"
Charles Adams	"	"
Gerald Polley	"	"
Robert E. Thiel	"	"
Dale C. Losey	"	"
W. W. Haynes	Prairie City	
Kenneth H. Bogart	Bates,	Oregon
Stanley W. Ward	"	"
Frank L. Howard	"	"
Mrs. Dee Connolly	"	"
Norman Johnson	"	"
Lloyd R. Brooks	"	"
Wm. E. Nutt	"	"
Stanley Doe	"	"
Howard G. Watterson	"	"
Donald Watkins	"	"
Shirley Thompson	"	"
Henrietta Leishman	"	"
Pauline Halthusen	"	"
Juanita Morin	"	"
Twila Combs	"	"
Carol Adams	"	"
Grace Pierce	"	"
John Jones	"	"
Lyle O. Blume	"	"
Pearl Owen	"	"
Bert Thompson	"	"
Helen Bogart	"	"
Charles A. Roberts, Jr.	"	"
C. M. Pierce	"	"

Lucille Roberts	Bates,	Ore.
L. C. Smith	"	"
Anne Williams	"	"
Juanita Kranenburg	"	
Earl C. Estes	"	"
H. L. Blume	"	"
H. C. Harman	"	"
James Roberts	"	"
Rodney Frazier	"	"
Walter Hushell	"	"
Elmer Thompson	"	"
Harold Paulsen	"	"
Alice Johnson	"	"
A. D. Kranenburg	"	"
Clay Gates	"	"
Louise Stone	"	"
Cecelia Brown	"	"
Viola Nutt	"	"
Jimmie Frazier	"	"
Eugene Larkin	"	"
Verna Cook	"	"
Denny Cook	"	"
Doran Frazier	"	"
Evelyn Losey	"	"
Mabel Sibley	"	"
Ina Pierce	"	"
John Baggett	"	"
Pat Watkins	"	"
Carol Johns	"	"
Maynard White	"	"
Robert E. Eddy	"	"
Henry Rockenbrant	"	"

Copy

We, the undersigned, residents of Bates, Oregon, ask that the Highway Commission rebuild and oil surface the Austin Spur Highway.

Frank C. Frey	Bates,	Oregon
C. L. Leishman	"	"
T. W. Whitlock	"	"
A. C. Kirkpatrick	"	"
Clinton Brown	"	"
Mrs. A. C. Kirkpatrick	"	"
Anna Busby	"	"
T. Gail Dawcet	"	"
Vernon L. Shea	"	"
Sylvia Brooks	"	"
Emma Stone	"	"
Gerald Morrison	"	"
Charles Adams	"	"
Gerald Polley	"	"
Robert E. Thiel	"	"
Dale C. Losey	"	"
W. W. Haynes	Prairie City	
Kenneth H. Bogart	Bates,	Oregon
Stanley W. Ward	"	"
Frank L. Howard	"	"
Mrs. Dee Connolly	"	"
Norman Johnson	"	"
Lloyd R. Brooks	"	"
Wm. E. Nutt	"	"
Stanley Doe	"	"
Howard G. Watterson	"	"
Donald Watkins	"	"
Shirley Thompson	"	"
Henrietta Leishman	"	"
Pauline Halthusen	"	"
Juanita Morin	"	"
Twila Combs	"	"
Carol Adams	"	"
Grace Pierce	"	"
John Jones	"	"
Lyle O. Blume	"	"
Pearl Owen	"	"
Bert Thompson	"	"
Helen Bogart	"	"
Charles A. Roberts, Jr.	"	"
C. M. Pierce	"	"

Lucille Roberts	Bates,	Ore.
L. C. Smith	"	"
Anne Williams	"	"
Juanita Kranenburg	"	"
Earl C. Estes	"	"
H. L. Blume	"	"
H. C. Harman	"	"
James Roberts	"	"
Rodney Frazier	"	"
Walter Hushell	"	"
Elmer Thompson	"	"
Harold Paulsen	"	"
Alice Johnson	"	"
A. D. Kranenburg	"	"
Clay Gates	"	"
Louise Stone	"	"
Cecelia Brown	"	"
Viola Nutt	"	"
Jimmie Frazier	"	"
Eugene Larkin	"	"
Verna Cook	"	"
Denny Cook	"	"
Doran Frazier	"	"
Evelyn Losey	"	"
Mabel Sibley	"	"
Ina Pierce	"	"
John Baggett	"	"
Pat Watkins	"	"
Carol Johns	"	"
Maynard White	"	"
Robert E. Eddy	"	"
Henry Rockenbrant	"	"

312-17[illegible] Prairie City ([illegible] Co.) [illegible]
Grading & Bituminous Macadam Surfacing
#3717 Project in Prairie City.

OREGON STATE HIGHWAY DEPARTMENT
(date)
AUG. 27, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3617	2-final	Durbin Bros.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
16724	R-74714	$3,106.20	8/26/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Sep. 15, 1952

Time Extensions: to July 31, 1953 without penalty

Completion Date: July 10, 1953

Date Accepted: Aug. 6, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 8-27-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H B Glaisyer

H. B. Glaisyer
Secretary

Warrant Mailed:

a. a. Wicklander

NOTED ON CARD
8-25-53 gl

RECEIVED
1953
FOR FILING

August 11, 1953

United Pacific Insurance Co.
Fidelity & Surety Department
Seattle 14, Washington

Gentleman:

State Highway Contract No. 3617 for work performed on the Prairie City (Johnson Ave.) Section in Grant County was completed by the contractor, Durbin Bros., on July 10 and was formally accepted by the Highway Commission on August 6, 1953.

Final payment in the amount of $3,106.20 will be released to the contractor on or after August 21, 1953. The total contract amount is $9,557.92, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates
901 S.W. Washington
Portland 5, Oregon

Portland Branch Office

NOTED ON CARD
[illegible]

RECEIVED
JUL 30 1953
FOR FILING

July 29, 1953

Durbin Bros.
2597 Roosevelt Blvd.
Eugene, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on July 22, 1953, had under discussion your request for an extension of time of 319 days, from September 15, 1952 to July 31, 1953, within which to complete your contract No. 3617 for grading and surfacing on the Prairie City (Johnson Ave.) Section in Grant County.

I am pleased to inform you that the State Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: [illegible] F. Parson,
Division Engineer

Claude Mahan,
Resident Engineer

H. G. Smith,
Construction Engineer

NOTED ON CARD

Form E-1—10M—4-51

7

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 18, 1953

Section Prairie City (Johnson Avenue)

Kind of work Grading & Oil Mat Surfacing

Highway City Street

Section prefix ~~312~~ 216 - 1703

Contractor Durbin Brothers

Contract number 3617

Date of contract 12/21/51 , 19

Date of completion September 15, 1952

Date work started October 11, 1952

Estimated date of completion July 10, 1953

Amount of contract $11,052.97

Per cent of time elapsed Elapsed %

Estimated cost of completed project, exclusive of engineering $10,895.06

Per cent of contract completed, based on total contract price Completed %

Engineering cost to date $695 , 82.14 %

Date project was completed July 10, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi - final estimate sent in on friday.

FINAL REPORT

NOTED
FORREST COOPER

Signed

Address John Day, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.36	0.36		0.36	
Miles partially completed					
Miles completed	0.36	0.36		0.36	
Total estimated quantities	1137.1 Cy	[illegible] Cy		450 Cy 35 Tons	
Estimated quantities moved or placed to date	1137.1 Cy	2,845 Cy.		450 Cy. 35 Tons	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	Fair		
Saturday	Fair		

RECEIVED
FOR FILING

312-17

July 13, 1953

Request for extension of time
No. 3
August 6 and 7 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Durbin Brothers for an extension of time on Contract No. 3617, Johnson Avenue in Prairie City, from September 15, 1952 to July 31, 1953.

This project was bid in conjunction with the Austin-Squaw Creek Section of the John Day Highway, and it was the intention of the contractor to oil both units at the same time. Because of weather conditions he was unable to complete the other contract in time for oiling and, therefore, did not bring his oiling equipment to the job.

I recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attachment

cc Mr. H. G. Smith

HGS lg

RECEIVED
JAN 24 1952
FOR FILING

January 23, 1952

Durbin Bros.
2597 Roosevelt Blvd.
Eugene, Oregon

Gentlemen:

We enclose herewith two fully executed copies of contracts which were awarded to you on December 21, 1951 by the State Highway Commission, as follows:

Contract No. 3616, for grading and surfacing on the Austin-Squaw Creek Unit of the Austin-Unity Junction Section and the Austin Spur Section of the John Day Highway in Grant County.

Contract No. 3617, for grading and surfacing on the Prairie City (Johnson Ave.) City Street Section in Grant County.

These contracts are for your records and files.

We are also sending an executed copy of each of the above contracts to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

Recorded

RECEIVED
JUN 8 - 1951
FOR FILING

312-[illegible]
#2[illegible]

Prairie City
2573
25[illegible]

June 6, 1951

George Sanderson, City Recorder
City Hall
Prairie City, Oregon

Dear Sir:

There is enclosed for your city records and files executed copies of the City Council's resolutions listing city street projects which the city contemplates constructing with State Tax Street Funds. Attached to each resolution is a map showing the location of the proposed improvements and a statement certifying that the State Highway Commission at its meeting on the 24th day of May, 1951, approved the plans for the projects as listed in the resolutions.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
encl. 2

cc - Hon. E. W. Kimberling, Mayor
City of Prairie City
Prairie City, Oregon

Mr. John W. Cattrall

Prairie City 5-22-51

Re Assignment # 2660.

Contacted Mayor Deardorff and Mr Carl Born Chairman on street Committee in Council.

They stated they would gladly pay the Cost of engineering on Overhalt Street. (This should be Overholt Street)

With Vic Coffee went over street and estimated the cost of engineering of the 4 blocks, approximately 0.4 miles. It would be approximately $300.00.

Advised them means the city would be billed with the actual Cost and the Crew would cost about 50.00 per day

---

The City has no objection to the State using excess excavated material on highway as they would be glad to have the highway widened.

H.L. Ayres

5-15-51

NOTED
J. W. CATTRALL

([illegible] City – Specifications)

Page 2 [illegible] Protection of Work and [illegible] for [illegible]

[illegible]
J. [illegible] HAGEMANN

Mentions Curbs for which City is to pay. No item for [illegible] – no mention in specifications – but shown on plans at [illegible] [illegible] [illegible] requiring any curbs. (No Curbs)
5-22-51

~~Page 2 [illegible] Disposal of Excess Material~~

~~"Excess material to be used in building highway embankments on the John Day Highway"~~
~~Since adjacent City [illegible] [illegible].~~
~~Is City satisfied to have excess material placed on Highway?~~

While [illegible] [illegible] reflect an average price [illegible] [illegible], I do not believe [illegible] [illegible] small quantities involved, that unit price will be as low as [illegible] estimate

The plans are as prepared in [illegible] plan [illegible] office of Commissioner.

H.C.C.

~~[illegible]~~

RECEIVED
APR [illegible] 51
FOR FILING

312 [illegible]

[illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 23, 1951

SUBJECT:

To:

Mr. S. H. Probert
Office Engineer

Mr. E. F. Chidsey
Division Engineer

Attached is an unexecuted copy of an agreement covering the $250,000 special city allotment project in the City of Prairie City.

Distribution of copies of this agreement is as follows:

Secretary, Highway Commission	1
City of Prairie City	1
County & City Relations	1
Division No. 5	1
Office Engineer	1

John W. Cattrall
Engineer, County and City Relations

By

Robert H. Prange
Robert H. Prange
Office Engineer

RHP:MM
Att.

cc: Mr. L. H. Warfield

NOTED
WARFIELD

RECEIVED
APR 19 1951
FOR FILING

312-1703

#3617

April 19, 1951

Mr. John D. Bones, City Recorder
City Hall
Prairie City, Oregon

Dear Sir:

We are enclosing herewith, for the records and files of your City a fully executed copy of an agreement between the City of Prairie City and the State Highway Commission covering the improvement of Johnson Avenue from John Day Highway to First Street, a distance of approximately 0.36 mile, in connection with the $250,000 city allotment fund.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
encl. 1

PRAIRIE CITY

PRELIMINARY ESTIMATE

1/[illegible]

Johnson Avenue from John Day Highway northerly to First Street, a distance of approximately 0.36 mile.

Grade, place base rock, culverts, and B-2 bituminous macadam wearing surface 20' in width.

Item	Quantity		Unit Price	Total
Structural excavation	40	c.y.	$ 5.00	$ 200.00
Preparation of grade	0.36	mile	1,000.00	360.00
3"-0 in base	1500	c.y.	2.50	3,750.00
3/4"-0 in base & shoulders	650	c.y.	5.00	3,250.00
Sprinkle	60M	gal.	4.00	240.00
12" concrete pipe	240	l.f.	4.00	960.00
R.C.-3 in binder	6	tons	60.00	360.00
Furnish & place aggregate	350	c.y.	6.00	2,100.00
Furnish & place 151-200	30	tons	60.00	1,800.00

Preliminary Estimate of Construction	$13,020.00
12-1/2% Engineering & contingencies	1,627.50
Preliminary Engineering	300.00
	$14,947.50

Total Estimate $15,000

PRAIRIE CITY

PRELIMINARY ESTIMATE

1/[illegible]

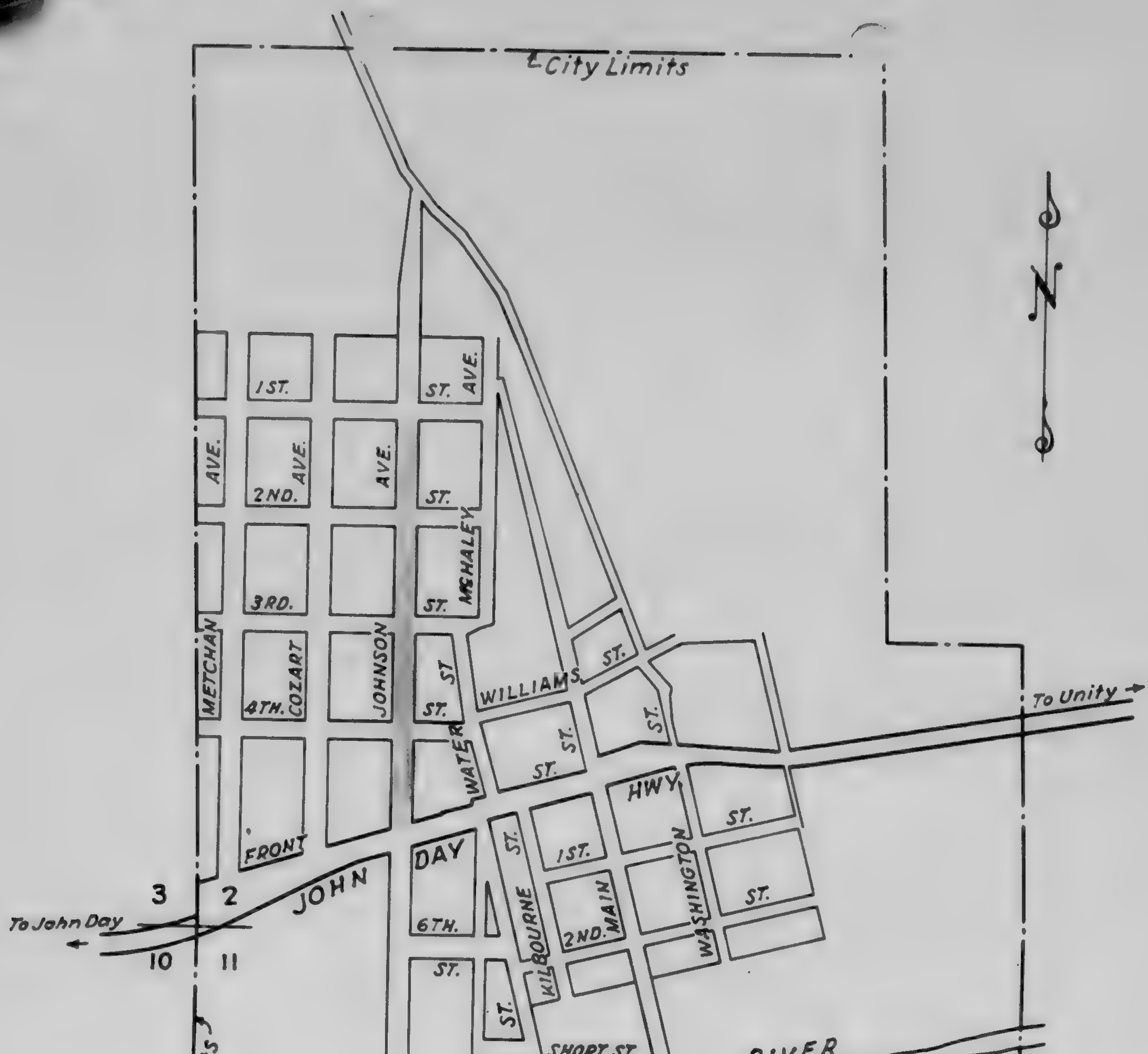
Johnson Avenue from John Day Highway northerly to First Street, a distance of approximately 0.36 mile.

Grade, place base rock, culverts, and B-2 bituminous macadam wearing surface 20' in width.

Item	Quantity		Unit Price	Total
Structural excavation	40	c.y.	$ 5.00	$ 200.00
Preparation of grade	0.36	mile	1,000.00	360.00
3"-0 in base	1500	c.y.	2.50	3,750.00
3/4"-0 in base & shoulders	650	c.y.	5.00	3,250.00
Sprinkle	60M	gal.	4.00	240.00
12" concrete pipe	240	l.f.	4.00	960.00
R.C.-3 in binder	6	tons	60.00	360.00
Furnish & place aggregate	350	c.y.	6.00	2,100.00
Furnish & place 151-200	30	tons	60.00	1,800.00

Preliminary Estimate of Construction	$13,020.00
12-1/2% Engineering & contingencies	1,627.50
Preliminary Engineering	300.00
	$14, 47.50

Total Estimate $15,000



PRAIRIE CITY

Scale 1" = 800'

RECEIVED
FOR FILING
FORM E-30 25M 8-50 42268

3/2 [illegible]

[illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April [illegible], 1951

Prairie City

SUBJECT: Assignments 2572 & 2590

To: Mr. W. C. Williams
OFFICE

2572
2590

L

On April 4 Mr. Ayers of this office contacted Mr. Bones, City Recorder of Prairie City, and Mayor Deardorff.

The City of Prairie City has a ten-year program of street improvements. This program is being financed by the city's regular state tax street funds. One of the streets in this program was Johnson Avenue. The city, in its previous state tax street fund resolutions, was accumulating funds for the reconstruction of Johnson Avenue. The city also applied for a project on Johnson Ave under the $250,000 city allotment fund which was approved. The correspondence attached to the two assignments dealt with the city's efforts to get approval for the use of its regular city allotment funds on Overholt Street since Johnson Avenue was being improved under the special city allotment program.

The city has filled out a set of resolutions covering this transaction and they will be processed in the regular manner.

A change in city officials added to the confusion on the part of the city. I believe this matter is now straightened out and that a reply to the city's letters is not necessary.

John W. Cattrall
John W. Cattrall
Engineer, County and City Relations

NOTED
W. C. WILLIAMS

JWC:MM

RECEIVED
FOR FILING
FORM E-30 25M 8-50 42266

312-11-3

- 617

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 9, 1951

Prairie City

SUBJECT: Assignments 2572 & 2590

To: Mr. W. C. Williams
OFFICE

2572
2590

L

On April 4 Mr. Ayers of this office contacted Mr. Bones, City Recorder of Prairie City, and Mayor Deardorff.

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The city has filled out a set of resolutions covering this transaction and they will be processed in the regular manner.

A change in city officials added to the confusion on the part of the city. I believe this matter is now straightened out and that a reply to the city's letters is not necessary.

John W. Cattrall
John W. Cattrall
Engineer, County and City Relations

NOTED
W. C. WILLIAMS

JWC:MM

March 30, 1951

ASSIGNMENT

No.2

By

Description: John D. Bones' letter of March 27 requesting that State Tax Street Funds be xxxxx used on Verholt Avenue instead of Johnson Avenue in Prairie City

Acknowledged by _____ Referred to Cattrall ✓

xx Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for __________ signature

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Assignment executed 4-9-51 Report received __________

Remarks: I question transfer. If Johnson Street qualifies it should not be dropped--if so, money might go to another city.

WCW

Prairie City , Oregon.
March 27, 1951

Mr. Williams
Ore. State Highway Commission
Salem, Oregon

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Dear Mr. Williams:

We received from J.M. Devers a letter dated Mar. 19, 1951, Stating that he would contact you in regards to monies being spent on City Streets in towns whose population is less than 1000 .

We have a street, Johnson Ave., which was to be fixed from the State Street Fund. The Commission and the City Council transferred Johnson Ave. to be worked upon with the $15,000, which is allicated for the streets of these towns.

Therefore we would like to have the street as the enclosed map shows repaired with the State Street Fund, that was previously allotted to Johnson Ave. for this year.

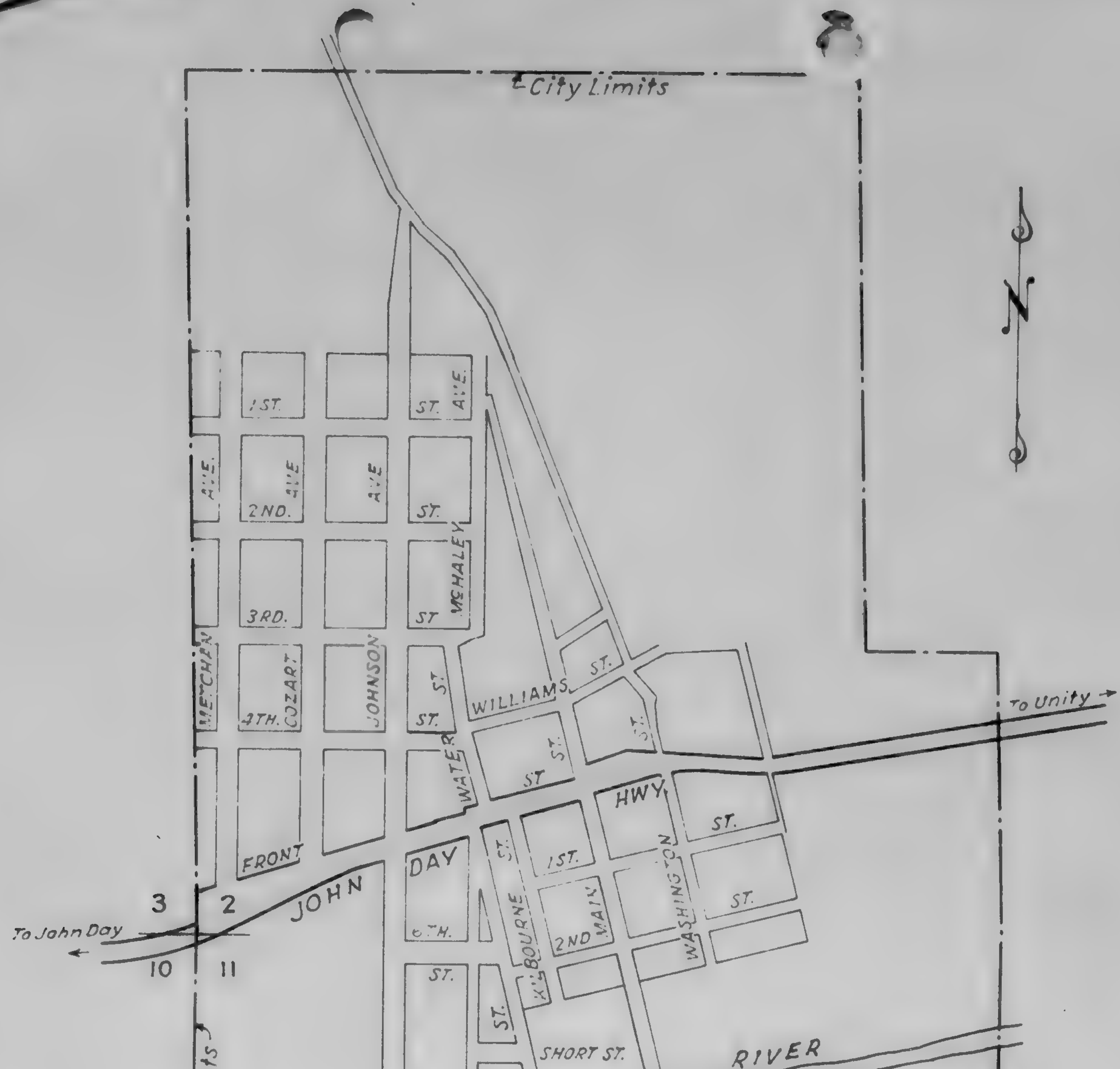
NOTED
W. C. WILLIAMS

Sincerely

John D Bones
JOHN. D. BONES RECORDER

RECEIVED
MAR 30 1951
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
[illegible]
STATE HIGHWAY COMMISSION



PRAIRIE CITY

Scale 1"=800'

ASSIGNMENT

No. [illegible]
By

Date: March 20, 1951

Description: Mr. Devers' letter of March 19, file (4) attached, regarding road in front of school house, Prairie City

Acknowledged by _____ Referred to __Cattrall_______

Investigate and report with recommendation
xxx Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for __________________ signature
____

Assignment executed 4-9-51 Report received _________

Remarks:

RETURN TO
W. C. WILLIAMS

COUNTY & CITY

FORM E-30 25M 5-50 40300

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 19, 1951

SUBJECT:

To:

Mr. W. C. Williams
Assistant State Highway Engineer
Office

[illegible] TO
W. C. WILLIAMS
FOR [illegible]

Dear Mr. Williams:

Attached you will find my file, which consists of a letter received from Mr. Bones, City Recorder of Prairie City, a carbon copy of my reply, and Mr. Jones' letter of March 16, and then I have attached a copy of my reply to Mr. Jones today.

This is a matter which should come before the engineers because,as I understand it, Prairie City has a population of less than 1000 population. Will you please see that Mr. Bones is aided and properly advised?

Yours very truly,

J. M. Devers

J. M. DEVERS
Chief Counsel

Enclosure
JMD:AWP

RECEIVED
MAR 21 1951
ENGINEER
[illegible]

Prairie City

10-24-50

Made inspection of streets named in resolution. Mayor Kimberly [illegible] [illegible] Sanderson not much help.

Second Street is simply a residential street and carries residents cars only.

(Cemetery street)
Bridge street is in good condition, gravel 22' wide and leads to [illegible] and is on heavy traffic.

Johnson Avenue leads to logging areas and carries many log trucks, there has been some 2,000,000 feet of logs hauled over this street in past year and according to [illegible] there is at least that much left to log next summer.

Is a .70 mile in length 22 to 25' in width needs some widening and some culverts in at locations.

Will qualify [illegible] repairs.

HCL.

Chidsey says my estimate too low had better cut down length.

October 26, 1949

Mr. George Sanderson
City Recorder
Prairie City, Oregon

Dear Sir:

This is to acknowledge receipt of a copy of a resolution adopted by the City of Prairie City on September 26, 1949, for the improvement of Johnson Street, Cemetery Street, and Second Street from the $250,000 special state tax street fund.

Since the $250,000 fund has already been allocated for 1949, your situation will be investigated for approval under the 1950 allocation. In order to expedite matters, it would be appreciated if you would submit the name of one individual to represent the city in matters pertaining to its street improvement program. This person may be the Street Superintendent, City Engineer, a member of the Council, or any other person who is familiar with the city's street problems and who can act as an intermediary in discussing these problems with representatives of this office.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Acting Engineer,
County and City Relations

NOTED
J. W. CATTRALL

RHP:MM

NOTED
Harold C. Ayers

NOTED
Harold C. Ayers

RESOLUTION

9-26-49

WHEREAS, Section 2 of Chapter 425, Oregon Laws 1947, provides:

> "Beginning with the year 1947 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, Chapter 413, Oregon Laws 1945; section 115-528, O.C.L.A., in the event it becomes law; section 29 of house bill No. 175 of the forty-fourth legislative assembly, and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act; but in no event shall payment under this act be made to cities for any year unless more than $11,000,000 is credited to such fund, and allocations hereunder shall be made to cities only from any excess over $11,000,000 credited to such fund in any year",

and

WHEREAS, Section 3 of said act provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of $250,000 shall be withdrawn from such appropriation and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said $250,000 shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities",

and

WHEREAS, the City of Prairie is an incorporated city of the State of Oregon, and has a population of 701, as given by the latest official census, and

WHEREAS, the following streets of said city, Johnson Avenue.

Second Street from Main to Bridge.

Cemetery Street from Bridge Street East to City limits.

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit:

Johnson Avenue from State Highway North one half mile.
Cemetery Street from Bridge Street East to City limits.
Second Street from Main to Bridge

are in need of repair, reconditioning and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair and other improvement out of funds allocated and made available by and through

the said $250,000 appropriation of state highway revenues.

4. That the City of Prairie does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation.

Passed and approved this 26th day of September, 1947.

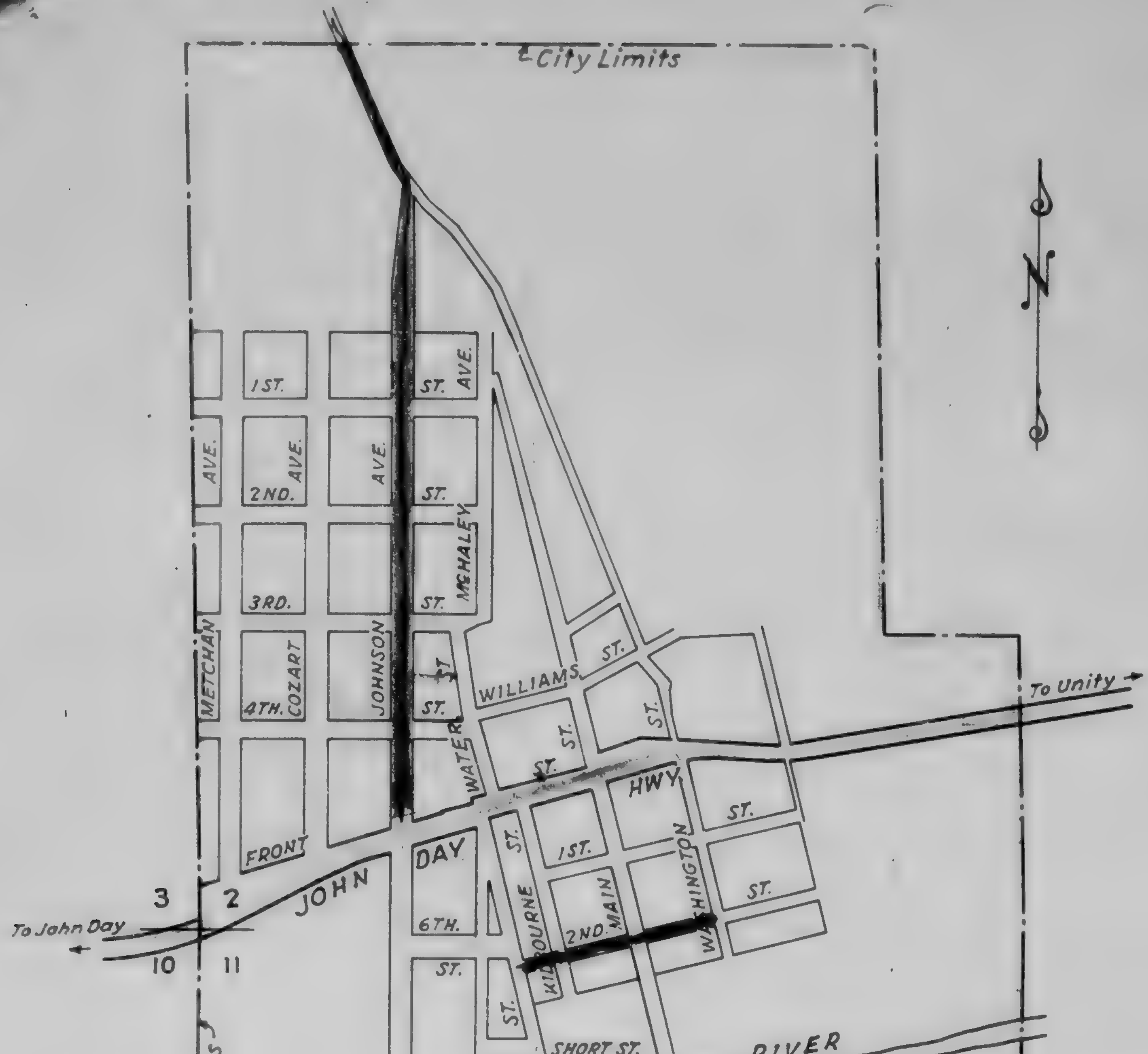
There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- - - - - - - - - -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Prairie at a regular or special meeting of said council, held on the 26th day of September, 1947, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 26th day of September, 1947.

George Sanderson
City Recorder



PRAIRIE CITY

Scale 1"=800'

FI-161(18) Judkins Pt.-Goshen Sec., 1951
Pacific Hwy.
#3618

RECEIVED
DEC 8 - 1953
FOR FILING

Southern Pacific Company

S-200

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

R. V. COLE
AUDITOR OF DISBURSEMENTS
C. H. FLEMER
AUDITOR OF EQUIPMENT SERVICE ACCOUNTS
E. M. JOHNSON
AUDITOR OF PAY ROLL ACCOUNTS
H. J. KIHN
AUDITOR OF FREIGHT ACCOUNTS

P. J. KENDALL
GENERAL AUDITOR
U. E. NORDEEN
H. C. McCLEER
C. S. MACKENZIE
ASST. GENERAL AUDITORS

GEO. NELSON
AUDITOR OF MISCELLANEOUS ACCOUNTS
S. S. WEMETT
AUDITOR OF CAPITAL EXPENDITURES
W. W. WILLSON
AUDITOR OF PASSENGER ACCOUNTS

F1-161 (18)
3618

IN REPLY PLEASE REFER TO

EB-220-113-State of
Oregon-Highway
Department

PLEASE RETURN TO
W. C. WILLIAMS

DEC 4 1953

State of Oregon
c/o R. H. Baldock
State Highway Engineer
Salem, Oregon

Gentlemen:

Thank you for your letter of November 26, 1953, regarding amount of $1,000.36, outstanding in our accounts, which represents balance due on various bills collectible rendered against you under terms of agreement audit No. 90897 dated October 21, 1952, for cost of labor and materials furnished in connection with extension of underpass at St. Joseph, Oregon.

As the matter referred to in your letter regarding final billing comes under the jurisdiction of Mr. R. V. Cole, Auditor of Disbursements, your communication is being referred to his office for handling. You will no doubt hear from him in the near future.

Yours truly,

GEO. NELSON

By

NOTED
W. C. WILLIAMS

RECEIVED
DEC 7 1953

RECEIVED
[illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)
April 21, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3618	11-Final	E. C. HALL CO & J. C. COMPTON CO.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
6739	R-64616	$ 13,286.83	April 21, 1953

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Oct. 15, 1952

Time Extensions: Extended to Nov. 26, 1952 without penalty

Completion Date: Nov. 26, 1952

Date Accepted: Jan. 6, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 4-22-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Lloyd Query
acting

Warrant Mailed: O. A. Wickslander

NOTED ON CARD
4-[illegible]-53

RECEIVED
APR 7 1953
FOR FILING

F1-1(2)

April 7, 1953

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 3618 for paving on the Judkins Point-Goshen Section of the Pacific Highway in Lane County was completed by the contractor, E. C. Hall Co. & J. C. Compton Co., on November 26, 1952 and was formally accepted by the Highway Commission on January 6, 1953.

Final payment in the amount of $13,286.83 will be released to the contractor on or after April 17, 1953. The total contract amount is $421,870.39, of which amount $1082.31 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

cc: Jewett,Barton,Leavy & Kern
Lewis Building
Portland 4, Oregon

NOTED ON CARD
4-7-53

R. H. Baldock

[illegible] 17th, 1953

FINAL COST ANALYSIS
Grade, Rock and Pave
E. C. Hall and J. C. Compton, Contractors
E. L. Goodlette, Resident Engineer

Pacific Highway
Prefix 20-1076

Judkins Point-Goshen
Contract #3618

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Removal of Pavement	268.7	Sq. Yd.	$0.59	$1.00	$ 159.20	$ 268.70
St. Excavation	53	Cu. Yd.	2.74	4.00	14.55	21.20
General Excavation	1,554.6	" "	0.57	1.20	890.84	1,865.52
18" Concrete Pipe	39	Lin. Ft.	3.08	3.50	120.12	136.50
8" Sewer Pipe	54	" "	0.93	1.50	50.22	81.00
12" " "	30	" "	1.79	2.00	53.76	60.00
*Concrete Catch Basins	2	Each	67.50	75.00	135.00	150.00
3/4" Electrical Conduit	1	Lin. Ft.	0.35	0.75	0.35	0.75
1" " "	300	" "	0.47	1.00	141.20	300.00
1¼" " "	276.1	" "	0.59	1.25	162.30	345.13
*Concrete Sight Posts	250	Each	13.18	11.00	3,294.40	2,750.00
*Metal Guard Rail	316.1	Lin. Ft.	3.59	3.50	1,135.19	1,106.35
Selected R/B Topping	121,233	Cu. Yd.	0.377	0.56	45,691.01	67,890.48
Hauling " "	248,294.2	Yd. Mi.	0.23	0.12	58,073.13	29,795.30
3/4"-0 in Leveling Course and Shoulders	29,670	Cu. Yd.	2.38	1.91	70,515.51	56,669.70
Sprinkling	4,082.8	M/Gal.	1.91	2.00	7,794.66	8,165.60
Preparation of Base	4.5	Mile	129.70	100.00	583.65	450.00
3/4"-0 in Binder	1,365	Cu. Yd.	2.83	3.50	3,866.45	4,777.50
RC-3 in Binder	174.32	Ton	39.79	43.00	6,939.20	7,495.76
Class "B" Asphaltic Concrete	31,059.968	"	5.74	5.75	178,192.83	178,594.82
Traffic Markers	5,671.2	Lin. Ft.	0.36	1.00	2,042.77	5,671.20
PA #1, Concrete Curbs	8.82	Cu. Yd.	53.30	77.00	470.11	679.14
PA #2, Furnish & Place Rigid 1½" Conduit	120	Lin. Ft.	0.71	1.50	84.60	180.00

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
PA #3, 8" Perf. Concrete Drain Pipe	475	Lin. Ft.	$0.80	$1.60	$ 379.89	$ 760.00
PA #3, 3/8"-0 Crushed in Backfill	109	Cu. Yd.	2.80	2.25	304.97	245.25
PA #3, St. Excavation, Common	62.8	" "	2.74	4.00	170.85	251.20
PA #3, St. Excavation, Solid Rock	15.6	" "	3.99	6.00	62.15	93.60
PA #4, SC-1 Emulsion	68.1	Ton	46.77	52.00	3,185.04	3,541.20
PA #5, Placing Topsoil	6,177	Cu. Yd.	0.57	1.50	3,521.78	9,265.50
PA #6, Furnish & Place MC-3 Asphalt	110.17	Ton	35.52	50.00	3,913.54	5,508.50
PA #6, Furnish & Place 150-200 Asphalt	64.87	"	29.26	45.00	1,898.16	2,919.15
PA #6, Furnish & Place 3/4"-0 Aggregate	487	Cu. Yd.	3.95	4.00	1,924.59	1,948.00
PA #6, Furnish & Place ½"-¼" Aggregate	441	" "	4.06	4.60	1,793.46	2,028.60
PA #7, Class "A" Cement	86.74	" "	52.13	57.60	4,521.36	4,987.55
PA #8, Purchase Excess 3/4"-0 in SP	5,841.9	" "	2.35	1.75	13,728.46	10,223.33
PA #8, Purchase Excess 3/8"-0 in SP	5,024	" "	2.35	1.75	11,806.40	8,792.00
PA #8, Purchase Excess 1/4"-0 in SP	1,829.5	" "	2.35	1.75	4,344.76	3,201.63
Force Account					1,276.20	1,408.65
Asphaltic Concrete Sold Privately					5,519.80	5,844.15
					$438,711.05	$428,482.46

* Work subcontracted all or in part.

Total Cost	438,711.05
Gross Revenue	428,482.46
Net Loss	$ 10,228.59

Net Loss Equals 2.4% of Gross Revenue

Detail of Cost

Labor:

Labor		$112,279.51	
Labor Insurance		10,073.87	
Supervision		22,038.82	
			$144,392.20

Materials:

85-100 Asphalt	1,773.64 Ton at $22.00	$ 39,020.08	
RX Bitumuls	213 Gal. at $0.185	39.41	
RC-3 Asphalt	174.32 Ton at $24.50	4,270.86	
HP Bitumuls	522 Gal. at $0.115	601.34	
MC-3 Asphalt	110.165 Ton at $26.14	2,618.51	
150-200 Asphalt	64.87 " " 22.00	1,427.14	
B-Mix Asphaltic Concrete	263.135 " " 5.50	1,447.24	
Freight on Asphalts		11,767.91	
Sight Posts	250 Each at $5.55	1,387.50	
Guard Rail	316.1 Lin. Ft. at $1.45	458.35	
3/4" Conduit	1 " " " 0.35	0.35	
1" "	300 " " " 0.40	120.00	
1¼" "	276.1 " " " 0.45	124.20	
1½" "	120 " " " 0.48	57.60	
8" Perf. Concrete Drain Tile	475 " " " 0.60	285.00	
8" Sewer Tile	54 " " " 0.40	21.60	
12" Sewer Tile	30 " " " 0.65	19.50	
18" Concrete Pipe	39 " " " 1.35	52.65	
Paint for Guard Rail and Sight Posts		75.42	
			63,794.66

Equipment Rental & Miscellaneous:

Equipment Rental	$128,554.92
Rented Trucks	25,453.30
Gas, Oil & Grease	25,065.48
Fuel Oil	7,484.67
Cable	345.50
Small Tools & Misc.	3,559.02
Field Office	784.60
Telephone & Telegraph	523.44
Freight	2,123.10

Equipment Rental & Miscellaneous (Cont'd):

Royalty on Gravel	$15,972.50	
Home Office & General Overhead	12,630.00	
Bond	2,527.32	$225,023.85
Subcontractor for Catch Basins, Curbs and Class "A" Concrete	$ 5,081.90	
Excavating Holes for Sight Posts and Guard Rail	418.44	5,500.34
Total Cost		$438,711.05

Breakdown of Topping Costs

	Amount	Cost	Cost per Cubic Yard
Haul Road	121,233 Cu. Yd.	$2,542.48	$0.021
Strip Pit	" " "	1,224.08	0.010
Load	" " "	12,578.42	0.104
Street work	" " "	29,346.03	0.242
Total Cost		$45,691.01	$0.377

Total Yardage	121,233 Cu. Yd.
Work Time	729 Hours
Average per Hour	166.3 Cu. Yd.

Breakdown of Crushing Costs

3/4" - 0 in Leveling Course and Shoulders	29,670 Cu. Yd.
3/4" - 0 in Binder	1,365 " "
Class "B" Asphaltic Concrete (32,008 Tons)	25,606 " "
3/8" - 0 Backfill	109 " "
3/4" - 0 Aggregate	487 " "
1/2" - 1/4" Aggregate	441 " "
Excess 3/4" - 0 in Stockpile	5,842 " "
" 3/8" - 0 " "	5,024 " "
" 1/4" - 0 " "	1,830 " "
	70,374 Cu. Yd.

	Amount	Cost	Cost per Cubic Yard
Move In & Set Up	70,374 Cu. Yd.	$4,470.89	$0.064
Prepare Site and Strip	" " "	2,423.98	0.035
Haul Road	" " "	2,542.48	0.036
Load & Haul to Crusher	" " "	48,297.15	0.686
Crushing	" " "	63,835.74	0.907
Stockpiling	" " "	3,748.08	0.053
		$125,318.32	$1.781

Total Yardage 70,374 Cu. Yd.

Work Time 764 Hours

Average per Hour 92.1 Cu. Yd.

Breakdown of Paving Costs

	Amount		Cost	Cost Per Ton
Move In and Set Up	31,961.34	Ton	$7,905.27	$0.247
Haul Road	"	"	2,368.25	0.074
Feed	"	"	5,621.36	0.176
Plant Operation	"	"	28,884.25	0.904
Muck Sand	"	"	2,052.64	0.064
Haul to Street	"	"	12,214.37	0.382
Paver	"	"	6,260.61	0.196
Street Work	"	"	13,654.39	0.427
Flagging	"	"	1,576.50	0.049
Standby Time	"	"	532.98	0.017
Asphalt (Including Freight)	"	"	49,816.57	1.558
Fuel Oil	"	"	7,484.67	0.234
Aggregates	"	"	45,340.27	1.419
			$183,712.63	$5.74

Total Tonnage	31,961.34 Tons
Work Time	307 Hours
Average per hour	104.1 Tons

Remarks:

This was a "Regular Federal Aid Project" calling for the construction of 0.18 mile of highway roadbed, of 4.50 miles of selected roadbed topping, of 4.50 miles of crushed gravel leveling course, of the placing of approximately 33,300 tons of asphaltic concrete pavement and of such additional and incidental work as called for by the specifications.

The project was bid and awarded to the E. C. Hall Company and J. C. Compton, bidding as a joint venture, on December 21st, 1951, work was started January [illegible], 1952, and the project was completed November 26th, 1952.

As a joint venture the crushing of all materials was handled by the E. C. Hall Company, and the placing of the gravel topping, leveling course and production and placing of the asphaltic concrete pavement by J. C. Compton. Performance of all incidental work and the small amount of grading was handled by both contractors as the work progressed.

Equipment used on the project included one D-8 tractor and dozer, one D-6 tractor and dozer, one 1½ cubic yard shovel equipped with 1-3/4 cubic yard dragline bucket, three tournapulls with bottom dump wagons, one heavy duty grader, one ten-ton roller, one scoopmobile. one 3-crusher crushing plant complete with electric power, five 16 cubic yard Euclid trucks, seven 5 cubic yard trucks, one 3,000-gallon water wagon, one grease wagon, one office trailer, one tool house trailer, two pickups, one car and incidental small equipment used by the E. C. Hall Company, and one 3/4 cubic yard shovel, 4 five cubic yard trucks, one continuous mix asphaltic paving plant, two rollers, two heavy duty blades, one paver, one oil transport, one broom, one boiler, one distributor, one 105 compressor, two pickups, one panel, one grease wagon, one office trailer, two transport lowbed trailers and incidental small equipment used by J. C. Compton

The major portions of this project consisted of three items: the furnishing, placing and hauling of the topping, the crushing of all the required materials and the placing of the leveling course and the producing, hauling and placing of the asphaltic concrete. The loading of the topping was handled very cheaply with the 1½ cubic yard shovel and 1-3/4 cubic yard dragline, and street costs were nominal. Material was handled on the street by always dumping the topping upon material already rough shaped and pushing it into the new grade with a D-6 tractor and dozer. This manner of handling the material tended to sift out the fines and deposit them on the rough finished material and push the larger material onto the subgrade. Excellent finishing results were obtained by using this method of dumping. A very good profit was shown for the topping item.

The hauling of the topping was handled by five 16 cubic yard Euclid trucks and five [illegible] rented trucks, with an average haul of just over two miles. Trucking costs were extremely high due mostly to the fact that Euclids were used for part of the hauling equipment. Top speed for a Euclid is [illegible]1.5 miles, and the usual speed is about 15 miles per hour, while the top speeds of the rented trucks used to supplement the Euclids is about 50 miles and their usual speed between 30 and 35 miles per hour. For the greater part of the time the equipment was used the rented trucks were hired by the hour, and, as they had no incentive, they maintained the slow speed of the Euclids. Another factor which makes the hauling of crushed rock or topping by Euclids very high is the extremely high cost of the units and the high maintenance costs. The unit cost of an Euclid is about $32,000.00, while a 10 cubic yard truck may be obtained for from $12,000.00 to $14,000.00, depending upon the make.

Crushing costs were very high for the kind and class of material crushed. The contractor elected to obtain his materials from a dry bar rather than from the river bar furnished by the State, as he was afraid of flood waters if he set up his plant too near the river. A large 3-crusher plant costing approximately $150,000.00 was used, equipment hauling to crusher cost $90,000.00 and the shovel $40,000.00. The use of this high priced equipment resulted in very high equipment rentals, and the average production of 92 cubic yards of crushed material per hour resulted in a very high cost per cubic yard. The cost of stripping and the building of the haul road was also very high in comparison with an average crushing project.

The hauling of the leveling course was handled entirely with the contractor's small trucks, and progress was very good, but the high cost of the crushed rock resulted in a heavy loss for this item.

The producing, hauling and placing of the asphaltic concrete pavement was handled by the paving contractor very economically with the exception of the street costs. Costs for street work are almost invariably higher for this particular contractor than average due to the fact that he uses more street labor than is ordinarily used. Again the high cost of the aggregates was the major factor in the cost of the asphaltic concrete and allowed the contractor to do no more than break even on the item.

This project was well handled throughout and had excellent supervision. However, the use of the high priced equipment on the topping haul and the extremely high crushing rental costs in comparison with the average production resulted in a small loss to the contractors.

E. H. Clymer
Chief Cost Analyst

By . . C. E. Poulsen

RECEIVED
FOR FILING

Salem, Oregon
February 4, 1953

Mr. C. W. Enfield
Chief Counsel

It is requested that you prepare a resolution for adoption by the Highway Commission as required by the agreement dated September 12, 1951, between the Highway Commission and Lane County, covering the Judkins Point-Goshen Section of the Pacific Highway. The agreement was prepared January 31, 1951. It provides that one unit of the old route is to be designated as a part of the McKenzie Highway, one unit to be designated as the McVay Secondary #225 and covering a distance of 1.59 miles, and the third unit to be maintained by Lane County as a county road.

The new route was completed on November 26, 1952, and the county was notified by letter dated December 4, 1952, that the Court was to assume jurisdiction over its portion as of the date of the letter, December 4, 1952.

Eight copies of the resolution in addition to any required by the Legal Department are needed. The maps for attachment are furnished herewith.

W. C. Williams
Assistant State Highway Engineer

Encl.

RHP:MM
cc: J. W. Cattrall

FORM E-30 37,500 4-52 98606

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 4, 1953

SUBJECT:

To: Mr. W. C. Williams
OFFICE

Attached is a suggested letter to the Legal Department requesting preparation of a resolution covering the Judkins Point-Goshen Section of the Pacific Highway in Lane County. One unit of the old route is to become part of the McKenzie Highway, one unit is to become the McVay State Secondary #225, and the third unit is to be turned over to Lane County as a county road.

John W. Cattrall
Engineer, County and City Relations

By

Robert H. Prange

Robert H. Prange
Office Engineer

RHP:MM
Att.

RECEIVED
FEB 4 1953
STATE OFFICE OF
STATE HIGHWAY ENGINEER

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FOR FILING

January 14, 1953

[illegible] Hall Co. and
J. C. Compton Co.
P. O. Box 86
McMinnville, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on January 6, 1953, had under discussion your request for an extension of time of 46 days, from October 15 to December 1, 1952, within which to complete your contract No. 3618 for paving on the Judkins Point-Goshen Section of the Pacific Highway in Lane County.

I am pleased to inform you that the Highway Commission granted your request to November 26, 1952, the actual completion date of the contract, without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tom Edwards,
Division Engineer

F. E. Umphlette,
Resident Engineer

H. O. Smith,
Construction Engineer

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FI

January 2, 1953

Oregon State Highway Commission

Gentlemen:

Herewith is a request from E. C. Hall Company and J. C. Compton Company for an extension of time on Contract No. 3618, Judkins Point-Goshen Paving Contract on the Pacific Highway, from October 15, 1952 to December 1, 1952.

This project was substantially completed and opened to traffic on October 21, 1952 and could have been opened on the specified completion date except for the necessity of installing, by state forces, signs and traffic lights to handle the heavy traffic. Work done after October 21 consisted primarily of curbs and minor installations, covered under work orders and price agreements, not originally contemplated in the contract.

The overrun caused no inconvenience to the traveling public, nor was any additional engineering expense incurred. This project was actually completed on November 26, 1952 and I would recommend the extension to that date without penalty. Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attachment
cc Mr. H. G. Smith
bl

RECEIVED
DEC 26 1952
FOR FILING

[illegible]

[illegible]

December 24, 1952

Glens Falls Indemnity Company
Pacific Coast Department
6th Floor Mills Tower
San Francisco, California

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to E. C. Hall Company and J. C. Compton Company on Contract No. 3618, covering paving on the Judkins Point-Goshen Section of the Pacific Highway in Lane County. This payment, in the amount of $17,335.46, will be released to the contractor on or after January 3. The retained percentage is $12,636.60.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mi

cc - Jewett, Barton, Leavy and Kern
Lewis Building
Portland 4, Oregon

Acknowledged

R

RECEIVED
1952
FOR FILING
FI-161(18)

December 16, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 3118, Judkins Point - Goshen Paving Contract on the Pacific Highway, Ore. FI-161 (18), from October 15, 1952 to December 1, 1952, to E. C. Hall Company and J. C. Compton Company, Contractors.

This project was substantially completed and opened to traffic on October 21, 1952, and could have been opened on the specified completion date except for the necessity of installing signs and traffic lights to handle the heavy traffic. The work done after October 21, consisted primarily of curbs, and other minor installations, covered under work orders and price agreements, and not originally contemplated in the contract.

The overrun caused no inconvenience to the traveling public, nor was any additional engineering expense incurred. I recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

EAP:sh

cc H. G. Smith

RECEIVED
[illegible]
FOR FILING
FI-161(18)

December 2, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on November 26, 1952, on Contract No. 3618, Judkins Point-Goshen Section, in connection with Federal Aid Project No. FI-161 (18).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc: John Cattrall

DBP/sjc

Form E-1—10M—11-51

F1-161 ([illegible])

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

Section Judkins Point-Goshen	For Week Ending Nov. 29, 1952
Highway Pacific	Kind of work Paving
Contractor E. C. Hall & J. C. Compton	Section prefix 20-1076
Date of contract Dec. 21, 1951	Contract number 3618
Date work started Jan. 28, 1952	Date of completion ~~Nov. 15~~ Oct. 15, 1952
Amount of contract $ 386,361.00	Estimated date of completion Nov. 26, 1952
	Per cent of time elapsed 343/300 114 %

Estimated cost of completed project, exclusive of engineering $ 417,800.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 29,393.17, 7.3 % Date project was completed November 26, 1952

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

PROGRESS BY CONTRACTOR

Wed. Contractor placed 6 feet of 8-inch pipe and stripped forms from catch basin at station 302 ≠ 74.

The work mentioned above completes the contract.

NOTED
H. G. SMITH

RECEIVED

Signed

Address 506½ Springfield, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	Topping GRADING	3/4" -0" SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.5	4.5			4.5
Miles partially completed					
Miles completed	4.5	4.5			4.5
Total estimated quantities	123,000 C.Y.	25,000 C.Y.			33,000 T.
Estimated quantities moved or placed to date	121,000 " "	29,675 " "			31,070 "
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men	2					1	3
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Partly Clear		
Tuesday	" "		
Wednesday	" "		
Thursday	" "		
Friday	" "		
Saturday			

State Printing 53382

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FOR FILING
FORM E-30 37,500 4-52

[illegible]

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 13, 1953

SUBJECT:

To:

Mr. W. C. Williams
Ass't. State Highway Engineer
OFFICE

NOTED
W. C. WILLIAMS

Dear Sir:

I hand to you a map which indicates our present thinking on the so-called Plan 3 for the service roads on the Judkins Point-Goshen Sections of the Pacific Highway.

Part of the right of way has been bought and part of it will need to be condemned. The project is inactive at the present time, however, if I may have your approval of this plan I will have the necessary right of way descriptions prepared or reactivated so that the matter may be completed.

The map that I am sending you is the only one we have, therefore, please return it when it has served your purpose.

Very truly yours,

H. G. Smith
Construction Engineer

By Forrest Cooper

Forrest Cooper
Ass't. Construction Engineer

FC:js

Encl.

RECEIVED
1953

3611

Form PR 2 (Revised 1946)

State Oregon
Project No. FI-161(18)

Federal Aid

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 10th day of July, 1952, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 24th day of August, 1951, a program, which was approved on the 21st day of November, 1951, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 6th day of December, 1951; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of two hundred forty thousand and 00/100 dollars ($240,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 184+37.0 in Eugene in the SE 1/4, Section 33, T-17-S, R-3-W, W.M., and survey station 50+89.0 in the SE 1/4, Section 14, T-18-S, R-3-W., W.M., except stations 188+51 to 189+45 and stations 384+69.48 to 387+60.48, length 3.866 miles, in Lane County, being Oregon Federal Aid project No. FI-161(18), consisting of 3.866 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~miles in length~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11379-2

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of two hundred forty thousand and 00/100 dollars ($240,000.00), which does not exceed the authorized Federal pro rata share of three hundred eighty-six thousand six hundred fifty-seven and 70/100 dollars ($386,657.70), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. **112**

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

Attest
SECRETARY

RECOMMENDED FOR APPROVAL:

HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

RECEIVED
JUL 9 1952
OREGON DISTRICT

Oregon State Highway Department

Federal Aid Project
No. FI-161 (18)

JUDKINS POINT-GOSHEN SECTION OF THE PACIFIC HIGHWAY IN LANE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, March 19, 1952

Type Code 6201
Inside City (Sta. 184+37 (14) to 194+04 (14))

45	only	Concrete Sight Posts	$ 11.00	$ 495.00
50	lin. ft.	Metal Guard Rail	3.50	175.00
3,900	cu. yds.	Selected Roadbed Topping	.56	2,184.00
7,400	yd. mi.	Hauling Roadbed Topping	.12	888.00
750	cu. yds.	3/4" - 0 Material in Leveling Course	1.91	1,432.50
10	M-gal.	Sprinkling	2.00	20.00
0.17	mile	Preparation of Base	100.00	17.00
90	cu. yds.	3/4" - 0 Material in Binder Course	3.50	315.00
15	tons	Furnishing and Placing MC-3 Asphalt in Binder Course	43.00	645.00
1,900	tons	Class "B" Asphaltic Concrete	5.75	10,925.00
8	tons	RS-1 Emulsified Asphalt in Seal Coat	50.00	400.00
60	cu. yds.	Aggregate in Seal Coat	5.00	300.00
			Subtotal	$17,796.50
			10% Engr. & Cont.	1,779.65
			Total	$19,576.15

Length of Roadway	0.165 mile
Length of Structure	0.018 mile (Exception)
Total Length	0.183 mile
Cost per Mile, Roadway	$118,643.33

Type Code 6201
Outside City (Sta. 194+04 to 388+12.67 - 45+40.73 to 50+89.0)

350	sq. yds.	Removal of Pavement	$ 1.00	$ 350.00
110	cu. yds.	Structural Excavation, Unclassified	4.00	440.00
1,730	cu. yds.	General Excavation, Unclassified	1.20	2,076.00
80	lin. ft.	18-inch Concrete Pipe	3.50	280.00
30	lin. ft.	8-inch Sewer Pipe	1.50	45.00
430	lin. ft.	12-inch Sewer Pipe	2.00	860.00
50	lin. ft.	Extra for Installing Pipe Under Pavement	3.00	150.00
6	only	Concrete Catch Basins	75.00	450.00

Oregon State Highway Department

Federal Aid Project
No. FI-161 (18)

JUDKINS POINT-GOSHEN SECTION OF THE PACIFIC HIGHWAY IN LANE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, March 19, 1952

Type Code 6201
Inside City (Sta. 134+37 (14) to 194+04 (14))

45	only	Concrete Sight Posts	$ 11.00	$ 495.00
50	lin. ft.	Metal Guard Rail	3.50	175.00
3,900	cu. yds.	Selected Roadbed Topping	.56	2,184.00
7,400	yd. mi.	Hauling Roadbed Topping	.12	888.00
750	cu. yds.	3/4" - 0 Material in Leveling Course	1.91	1,432.50
10	M-gal.	Sprinkling	2.00	20.00
0.17	mile	Preparation of Base	100.00	17.00
90	cu. yds.	3/4" - 0 Material in Binder Course	3.50	315.00
15	tons	Furnishing and Placing MC-3 Asphalt in Binder Course	43.00	645.00
1,900	tons	Class "B" Asphaltic Concrete	5.75	10,925.00
8	tons	RS-1 Emulsified Asphalt in Seal Coat	50.00	400.00
60	cu. yds.	Aggregate in Seal Coat	5.00	300.00
			Subtotal	$17,796.50
			10% Engr. & Cont.	1,779.65
			Total	$19,576.15

Length of Roadway	0.165 mile
Length of Structure	0.018 mile (Exception)
Total Length	0.183 mile
Cost per Mile, Roadway	$118,643.33

Type Code 6201
Outside City (Sta. 194+04 to 388+12.67 = 45+40.73 to 50+89.0)

350	sq. yds.	Removal of Pavement	$ 1.00	$ 350.00
110	cu. yds.	Structural Excavation, Unclassified	4.00	440.00
1,730	cu. yds.	General Excavation, Unclassified	1.20	2,076.00
80	lin. ft.	18-inch Concrete Pipe	3.50	280.00
30	lin. ft.	8-inch Sewer Pipe	1.50	45.00
430	lin. ft.	12-inch Sewer Pipe	2.00	860.00
50	lin. ft.	Extra for Installing Pipe Under Pavement	3.00	150.00
6	only	Concrete Catch Basins	75.00	450.00

60	lin. ft.	3/4-inch Electrical Conduit	.75	$ 45.00
360	lin. ft.	1-inch Electrical Conduit	1.00	360.00
500	lin. ft.	1¼-inch Electrical Conduit	1.25	625.00
190	only	Concrete Sight Posts	11.00	2,090.00
300	lin. ft.	Metal Guard Rail	3.50	1,050.00
103,100	cu. yds.	Selected Roadbed Topping	.56	57,736.00
196,100	yd. mi.	Hauling Roadbed Topping	.12	23,532.00
22,450	cu. yds.	3/4" - 0 Material in Leveling Course	1.91	42,879.50
2,500	M-gal.	Sprinkling	2.00	5,000.00
3.72	miles	Preparation of Base	100.00	372.00
1,380	cu. yds.	3/4" - 0 Material in Binder Course	3.50	4,830.00
215	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	43.00	9,245.00
28,700	tons	Class "B" Asphaltic Concrete	5.75	165,025.00
120	tons	RS-1 Emulsified Asphalt in Seal Coat	50.00	6,000.00
730	cu. yds.	Aggregate in Seal Coat	5.00	3,650.00
6,600	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	6,600.00
			Subtotal	$333,710.50
			10% Engr. & Cont.	33,371.05
			Total	$367,081.55

Length of Roadway	3.701 miles
Length of O'xing Structure	0.055 mile (Exception)
Total Length	3.756 miles
Cost per Mile, Roadway	$99,184.42

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Inside City	$ 19,576.15	$ 12,151.00	$ 7,425.15
Outside City	367,081.55	227,849.00	139,232.55
	$386,657.70	$240,000.00	$146,657.70

State Funds for Construction: Chap. 175, laws 1917; chap. 31, laws 1920; chap. 529, laws 1939.
State Funds for Maintenance: Chap. 529, laws 1939.

Oregon State Highway Department Federal Aid Project No. FI-161 (18)

JUDKINS POINT-GOSHEN SECTION OF THE PACIFIC HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 30, 1951

Type Code 6201
Inside City (Sta. 184+37 (L4) to 194+04 (L4))

45	only	Concrete Sight Posts	$ 9.00	$ 405.00
50	lin. ft.	Metal Guard Rail	3.00	150.00
3,900	cu. yds.	Selected Roadbed Topping	0.60	2,340.00
7,400	yd. mi.	Hauling Roadbed Topping	0.15	1,110.00
750	cu. yds.	3/4" - 0 Material in Leveling Course	2.50	1,875.00
10	M-gal.	Sprinkling	2.50	25.00
0.17	mile	Preparation of Base	300.00	51.00
90	cu. yds.	3/4" - 0 Material in Binder Course	3.75	337.50
15	tons	Furnishing and Placing MC-3 Asphalt in Binder Course	42.00	630.00
1,900	tons	Class "B" Asphaltic Concrete	6.00	11,400.00
8	tons	RS-1 Emulsified Asphalt in Seal Coat	45.00	360.00
60	cu. yds.	Aggregate in Seal Coat	5.00	300.00
			Subtotal	$ 18,983.50
			10% Engr. & Cont.	1,898.35
			Total	$ 20,881.85

Length of Roadway	0.165 mile
Length of Structure	0.018 mile (Exception)
Total Length	0.183 mile
Cost per mile, Roadway	$126,556.66

Type Code 6201
Outside City (Sta. 194+04 to [illegible] = 45+40.73 to 50+89.0)

350	sq. yds.	Removal of Pavement	$ 1.00	$ 350.00
110	cu. yds.	Structural Excavation, Unclassified	4.00	440.00
1,730	cu. yds.	General Excavation, Unclassified	1.50	2,595.00
80	lin. ft.	18-inch Concrete Pipe	3.75	300.00
30	lin. ft.	8-inch Sewer Pipe	1.50	45.00
430	lin. ft.	12-inch Sewer Pipe	2.00	860.00
50	lin. ft.	Extra for Installing Pipe Under Pavement	2.00	100.00
6	only	Concrete Catch Basins	75.00	450.00
60	lin. ft.	3/4-inch Electrical Conduit	0.50	30.00

380	lin. ft.	1-inch Electrical Conduit	$ 0.60	$ 228.00
500	lin. ft.	1½-inch Electrical Conduit	0.70	350.00
190	only	Concrete Sight Posts	9.00	1,710.00
300	lin. ft.	Metal Guard Rail	3.00	900.00
103,100	cu. yds.	Selected Roadbed Topping	0.60	61,860.00
196,100	yd. mi.	Hauling Roadbed Topping	0.15	29,415.00
22,450	cu. yds.	3/4" - 0 Material in Leveling Course	2.50	56,125.00
2,500	M-gal.	Sprinkling	2.50	6,250.00
3.72	miles	Preparation of Base	300.00	1,116.00
1,380	cu. yds.	3/4" - 0 Material in Binder Course	3.75	5,175.00
215	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	42.00	9,030.00
28,700	tons	Class "B" Asphaltic Concrete	6.00	172,200.00
120	tons	RS-1 Emulsified Asphalt in Seal Coat	45.00	5,400.00
730	cu. yds.	Aggregate in Seal Coat	5.00	3,650.00
6,600	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	6,600.00
			Subtotal	$365,179.00
			10% Engr. & Cont.	36,517.90
			Total	$401,696.90

Length of Roadway	3.701 miles
Length of O'xing Structure	0.055 mile (Exception)
Total Length	3.756 miles
Cost per mile, Roadway	$108,537.39

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Inside City	$ 20,881.85	$ 12,848.00	$ 8,033.85
Outside City	401,696.90	247,152.00	154,544.90
	$422,578.75	$260,000.00	$162,578.75

RECEIVED
FOR FILING

FORM E-20 25M 1-52

71-[illegible]

Cross Referenced To:

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 24th, 1952

SUBJECT:

To: Mr. W. C. Williams
Ass't. State Highway Engineer
Office

W. C. WILLIAMS

Dear Sir:

In regard to assignments #3279 and #3328, Mr. Hall has agreed to reimburse us for the expense of the truck crossing signal, and Mr. Widdows has agreed to install it.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

RECEIVED
APR [illegible] 1952
OFFICE OF
STATE HIGHWAY ENGINEER

ASSIGNMENT

No. 3328

April 23, 1952

By wcw

Description: Mr. Crandall's letter of April 18 re truck crossing signal, US99 - MP 128.90, E. C. Hall and J. C. Compton Co. Tom Edwards' letter of March 27, his letter of January 30, and Frank Morgan's letter of February 14, tracing, and 2 drawings

Acknowledged by _____ Referred to Smith _______ attchd

Investigate and report with recommendation
xx ~~Investigation~~, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _______________ signature

PLEASE RETURN TO W. C. WILLIAMS

Assignment executed 4-25-52 Report received _________

Remarks:

Less 75% of cost of
salvable material $1725

Estimated cost to contractor $4175

FORM E-30 25M 6-51 40713

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

PLEASE RETURN TO
W. C. WILLIAMS

Salem, Oregon
April 18, 1952

SUBJECT: Truck Crossing Signal
US99 - M. P. 128.90
E. C. Hall and J. C. Compton Co.
Assignment WCW-3279

To: Mr. W. C. Williams
Assistant State Highway Engineer

I have your assignment regarding the above indicated subject which carries the notation, "See Smith about this and advise—if OK design signals". On this score, Mr. Smith has been in the field to the extent that I have been unable to discuss the matter with him. Time is wearing on so I have proceeded with preparation of plan of traffic control which I submit herewith. I might say that I have discussed the matter with Mr. Widdows in working out the details.

Basically, the plan calls for a **manually** operated signal at the undercrossing, heavily supplemented with advance illuminated and flashing light warning indications and illumination. I will state that we have thrown in the illumination because it is indicated the hauling operations will be carried on over a 16-hour period, which takes them into hours of darkness.

I concur in Mr. Edwards' thought that in implementing this plan the installation be made by State force, with the contractor to bear all costs of installation, maintenance and operation. On the premise that the contractor is not interested in buying signal equipment outright, I would suggest we make the same arrangements here as have been set up for the installation at Big Cliff Dam, wherein after the hauling operations are over we take back into stock any salvable materials with a rental or depreciation charge to the contractor of 25% of the list cost. On this basis, preliminary cost estimate is as follows:

Material:	
Salvable	$2300
Non-salvable	$ 600
Labor:	
Installation	$2200
Removal	$ 800
Total	$5900
Less 75% of cost of salvable material	$1725
Estimated cost to contractor	$4175

OK

Mr. W. C. Williams
Page 2

The foregoing estimate may appear somewhat high, however, I wish to point out that the lineal nature of this proposed installation, with the rather "heavy" advance warning indications, takes it out of the class of a spot signal installation. Someone may question as to whether or not we are a bit over-designed with advance warning indications; however, this is going to be a bad situation at best and I think we should go all out in an effort to minimize hazards which will accrue to this hauling operation.

F. B. Crandall
Traffic Engineer

FBC:sc

attachments

cc: Mr. H. G. Smith
Mr. W. O. Widdows

ASSIGNMENT.

No. 3279
By WCW

April 2, 1952

Description: **Tom Edwards' letter of March 27, his letter to HGS of January 30, Frank Morgan's letter to Mr. Smith of February 14, sketch; all re proposal of E. C. Hall & J. C. Compton Co. to have traffic control system installed at Goshen Undercrossing**

Acknowledged by _____ Referred to **Crandall**

Investigate and report with recommendation
xxxx Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for __________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 4-21-52 Report received ________

Remarks: **See Smith about this and advise--if OK design signals.**
WCW

UU
MAR 31 1952
OFFICE OF
STATE HIGHWAY ENGINEER

TRAFFIC ENGINE

FORM E-30 25M 1-52 55419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
March 27, 1952

PLEASE RETURN TO
W. C. WILLIAMS

SUBJECT:

To: H. G. Smith
Construction Engineer

Dear Sir:

I attach hereto correspondence and a sketch concerning the proposal of E. C. Hall & J. C. Compton Company to have installed at their expense, a traffic control system at the Goshen undercrossing, M. P. 128.90 of the Pacific Highway.

I discussed this matter with Mr. Don Hall on this date, he advised that it is their intent to haul approximately 100 yards per hour through this structure, using five cubic yard vehicles. Mr. Hall advised that they did have some euclids but that he was doubtful as to whether or not they would go through the undercrossing due to impaired overhead clearance. He is investigating this matter further.

I recommend that the installation be made, that it be set up and put into use by our sign crews and that the cost thereof, together with the cost of removal when the project is complete be billed against the contractors.

[illegible]
W. C. WILLIAMS

Very truly yours,

C. T. Kessey
For TOM EDWARDS,
Division Engineer

NOTED
F. B. CRANDALL

TE:rw

Enc.

RECEIVED
MAR 28 1952
OFFICE OF
CONSTRUCTION ENGINEER

W C Williams

RECEIVED
MAR 31 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 3 1952
TRAFFIC ENGINEER

FORM E-20X 25M 6-51 80116

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
January 30, 1952

SUBJECT:

To: H. G. Smith
Construction Engineer

Dear Sir:

E. C. Hall and J. C. Compton Company, the successful bidders on the Judkins Point-Goshen paving, have requested that they be permitted to install, at their expense, a traffic control light at the under-crossing near Goshen, M. P. 128.90, Pacific Highway, in order to facilitate movement of their hauling vehicles from the gravel deposit specified for the paving project.

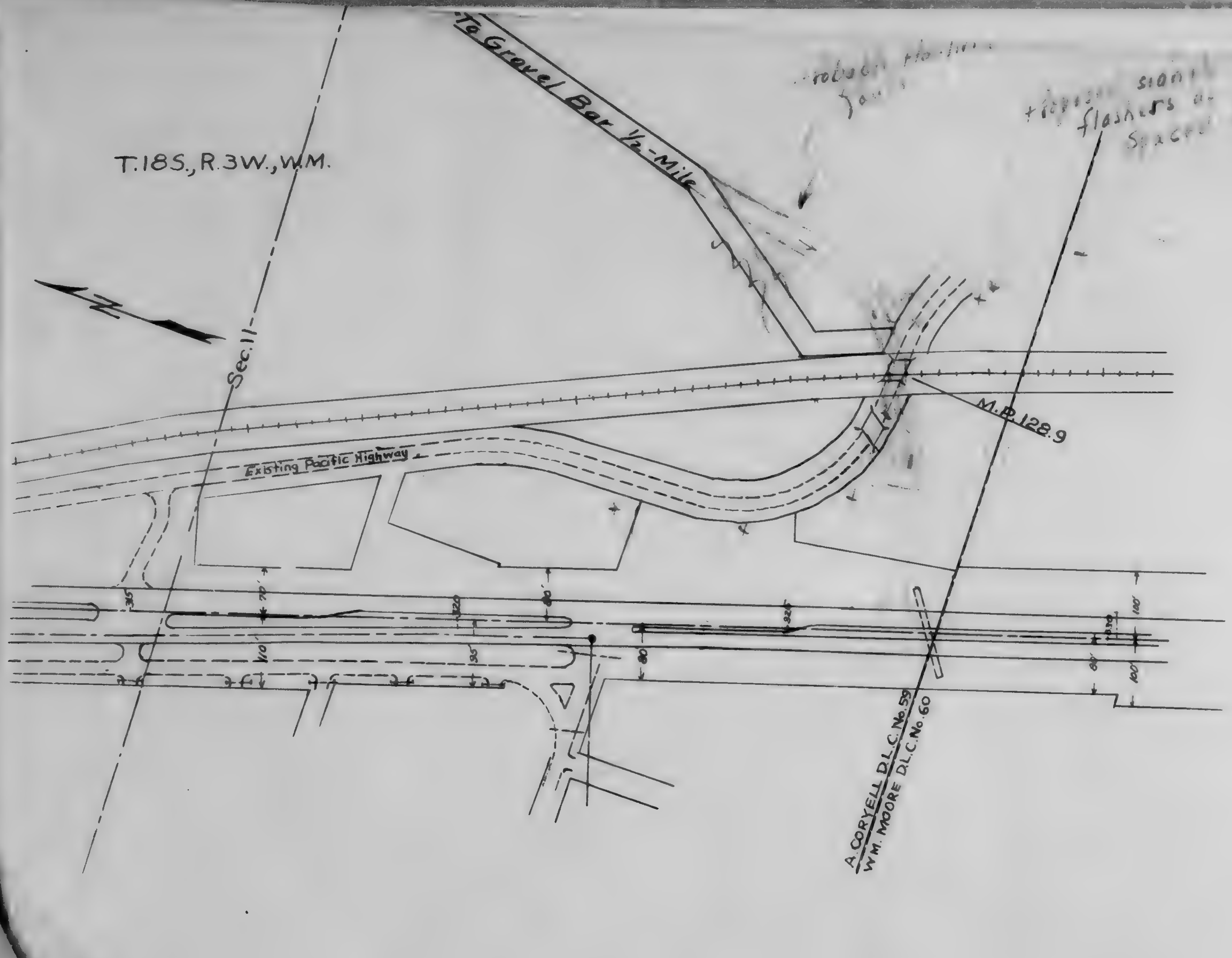
I recommend that such an installation be permitted. I recommend further that the traffic engineer be assigned to immediately make an investigation, determine the type of signal necessary, make an estimate of cost thereof and install said signal with the cost to be billed to the contractor.

Very truly yours,

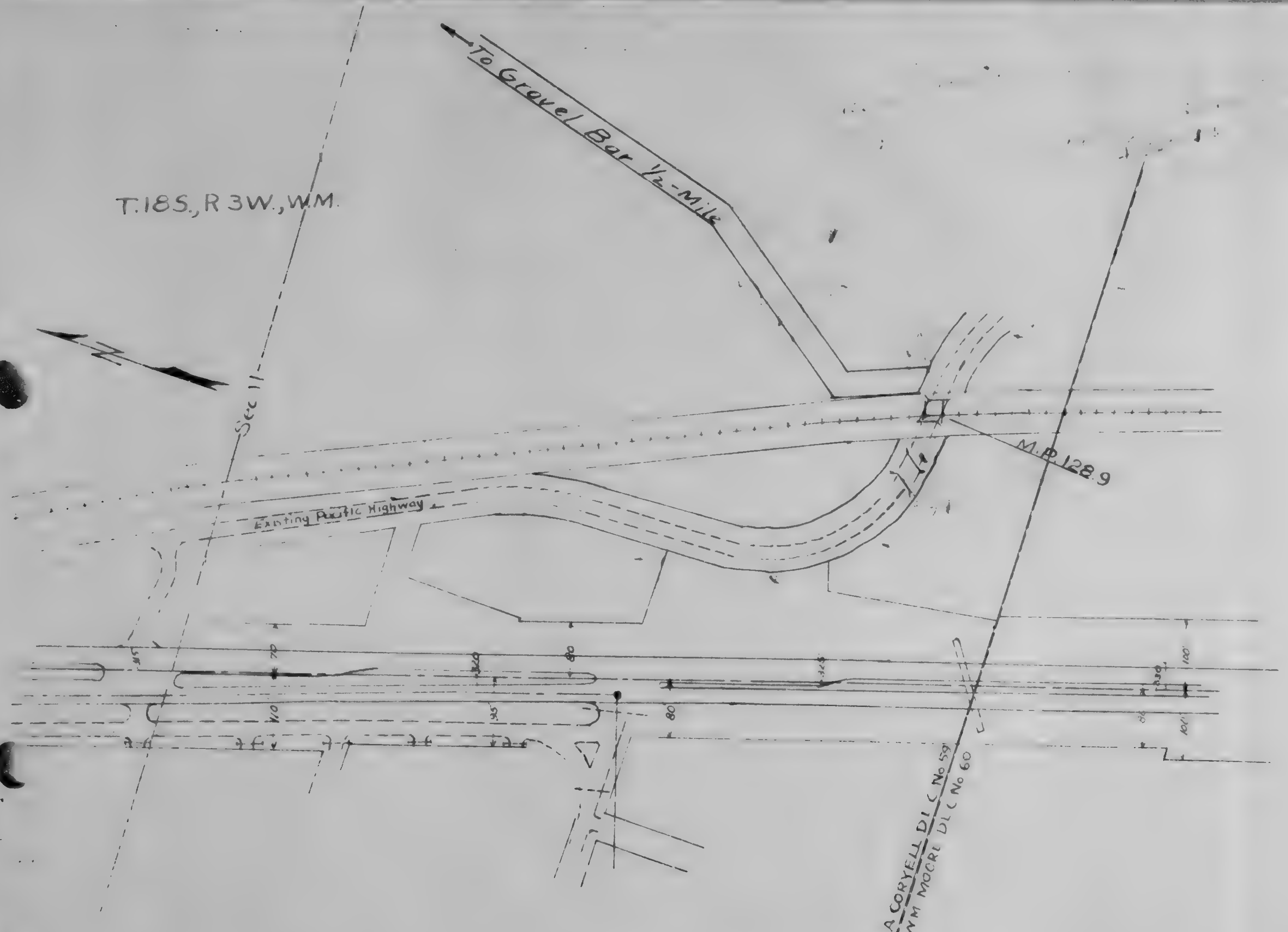
TOM EDWARDS,
Division Engineer

TE:rw

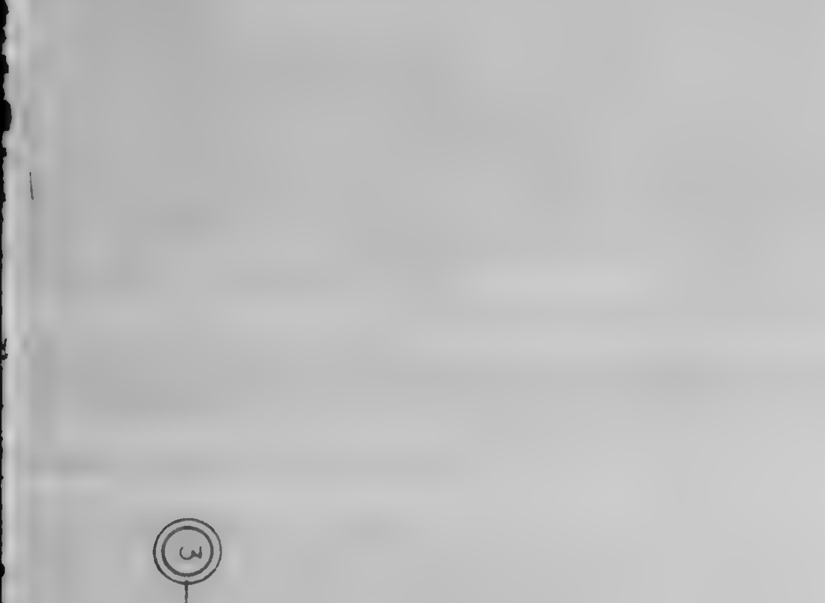
cc E. E. mphlette

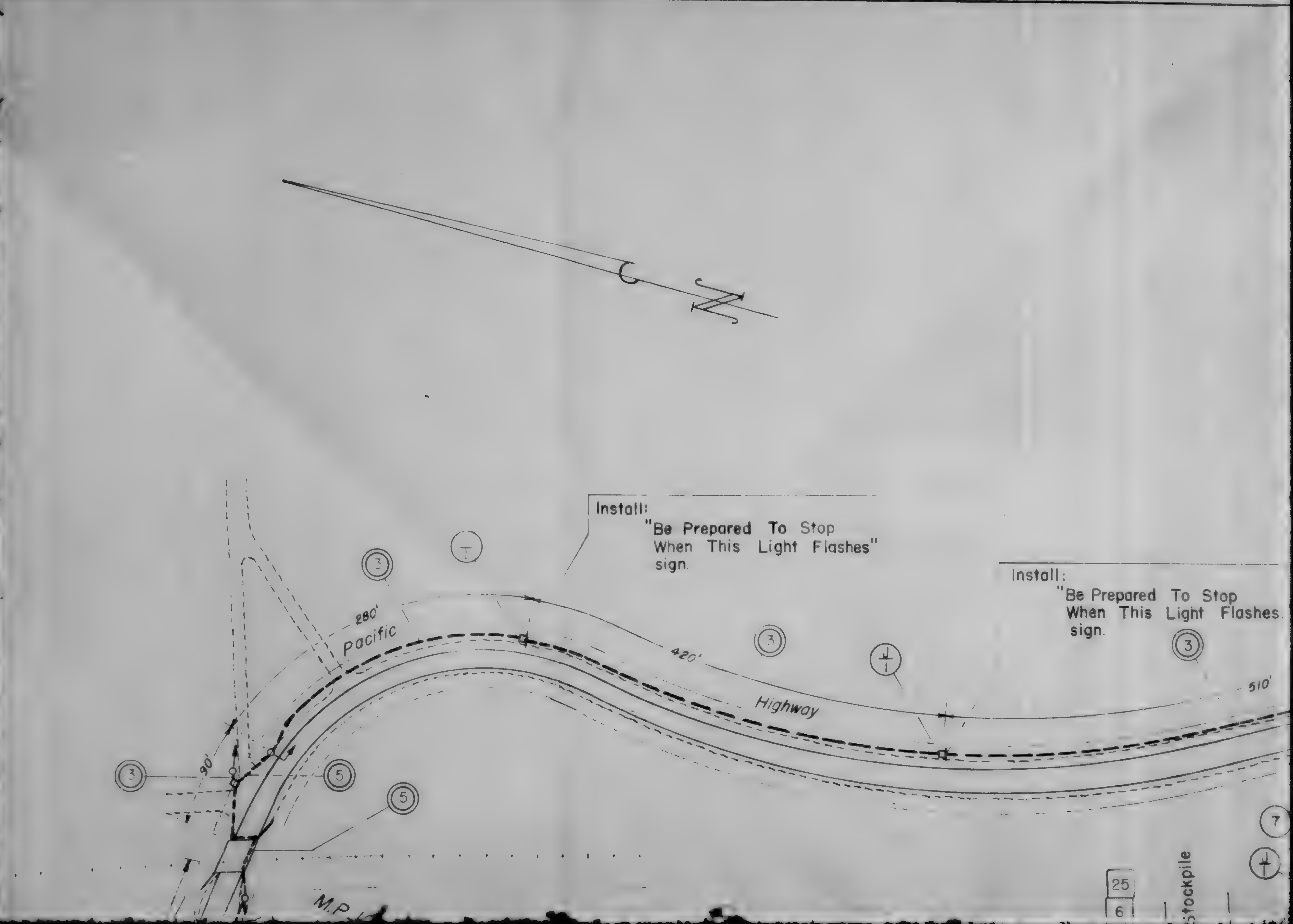


JUDKINS POINT - GOSHEN SECTION
PACIFIC HIGHWAY
LANE COUNTY
Scale: 1" = 200'



JUDKINS POINT - GOSHEN SECTION
PACIFIC HIGHWAY
LANE COUNTY
Scale: 1" = 200'

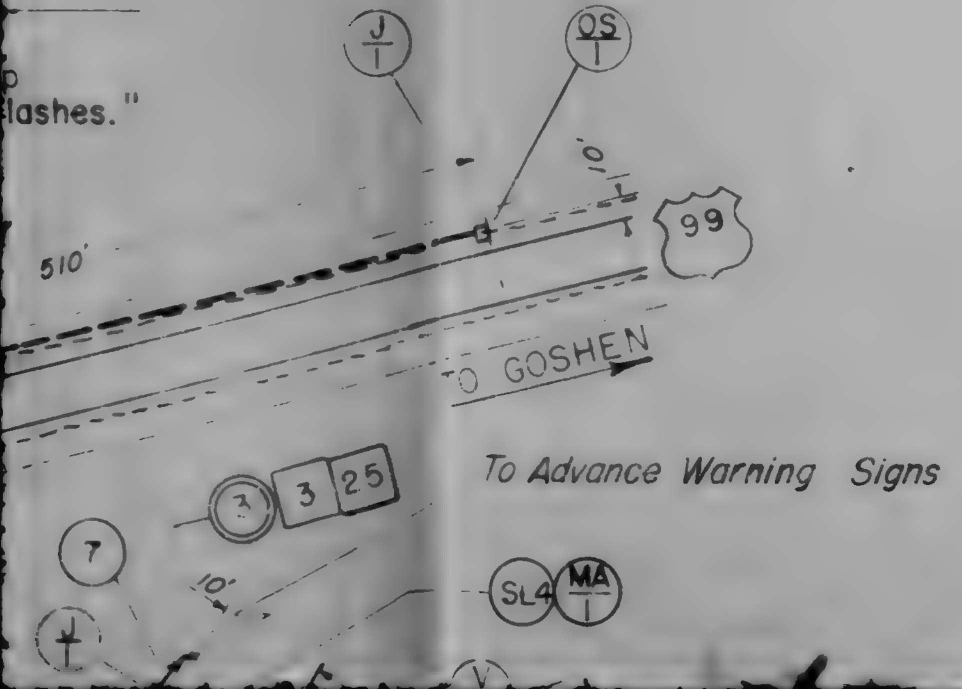

③
90'



Install:
"Be Prepared To Stop
When This Light Flashes"
sign.

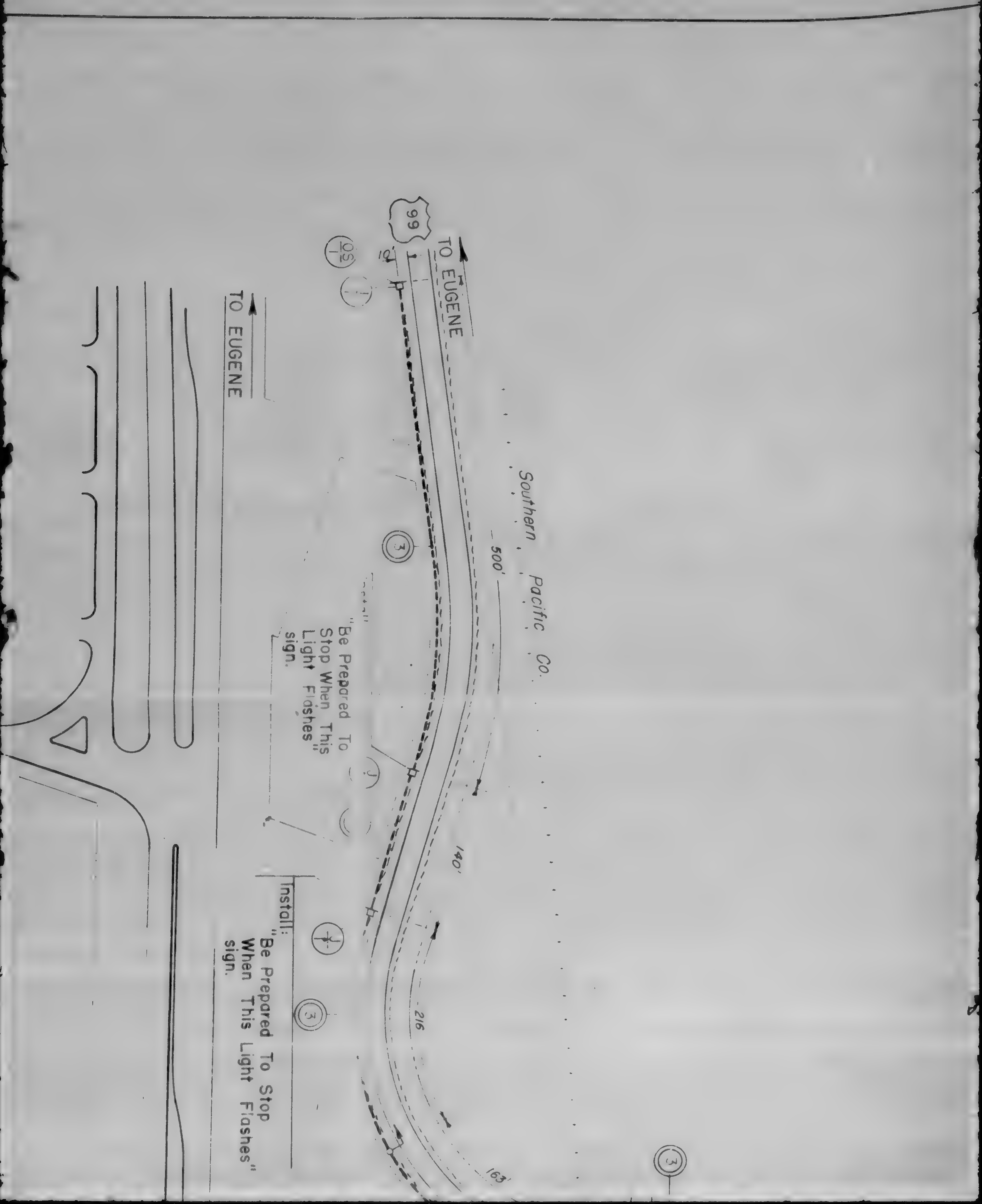
install:
"Be Prepared To Stop
When This Light Flashes.
sign.

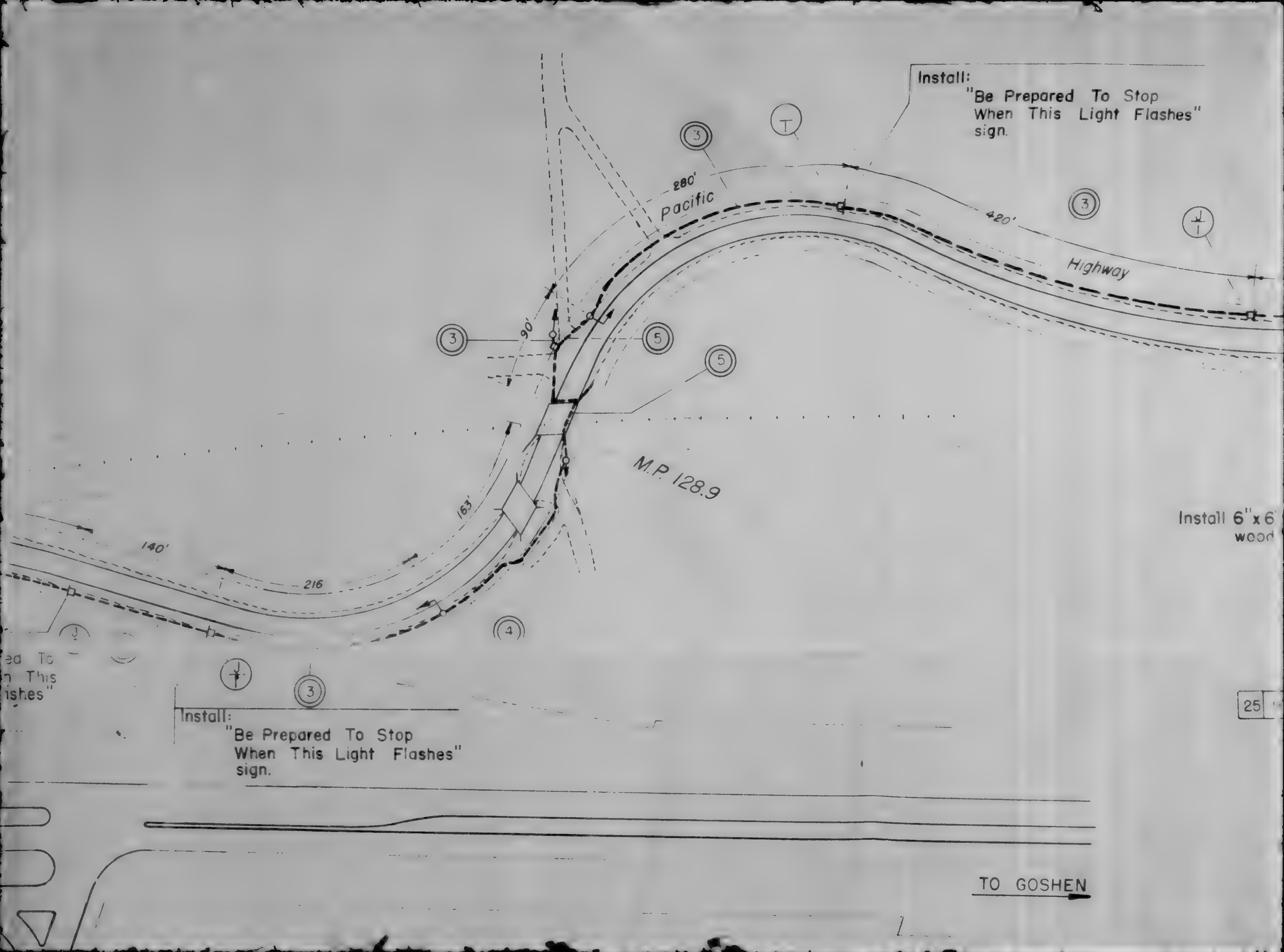
TRAFFIC SIGNAL INSTALLATION SOUTHERN PACIFIC UNDERCROSSING And PACIFIC HIGHWAY US99 MP 128.9 LANE COUNTY				SHEET NO. 1 of 1
FED. ROAD DIV NO.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
	OREGON			*See Index*

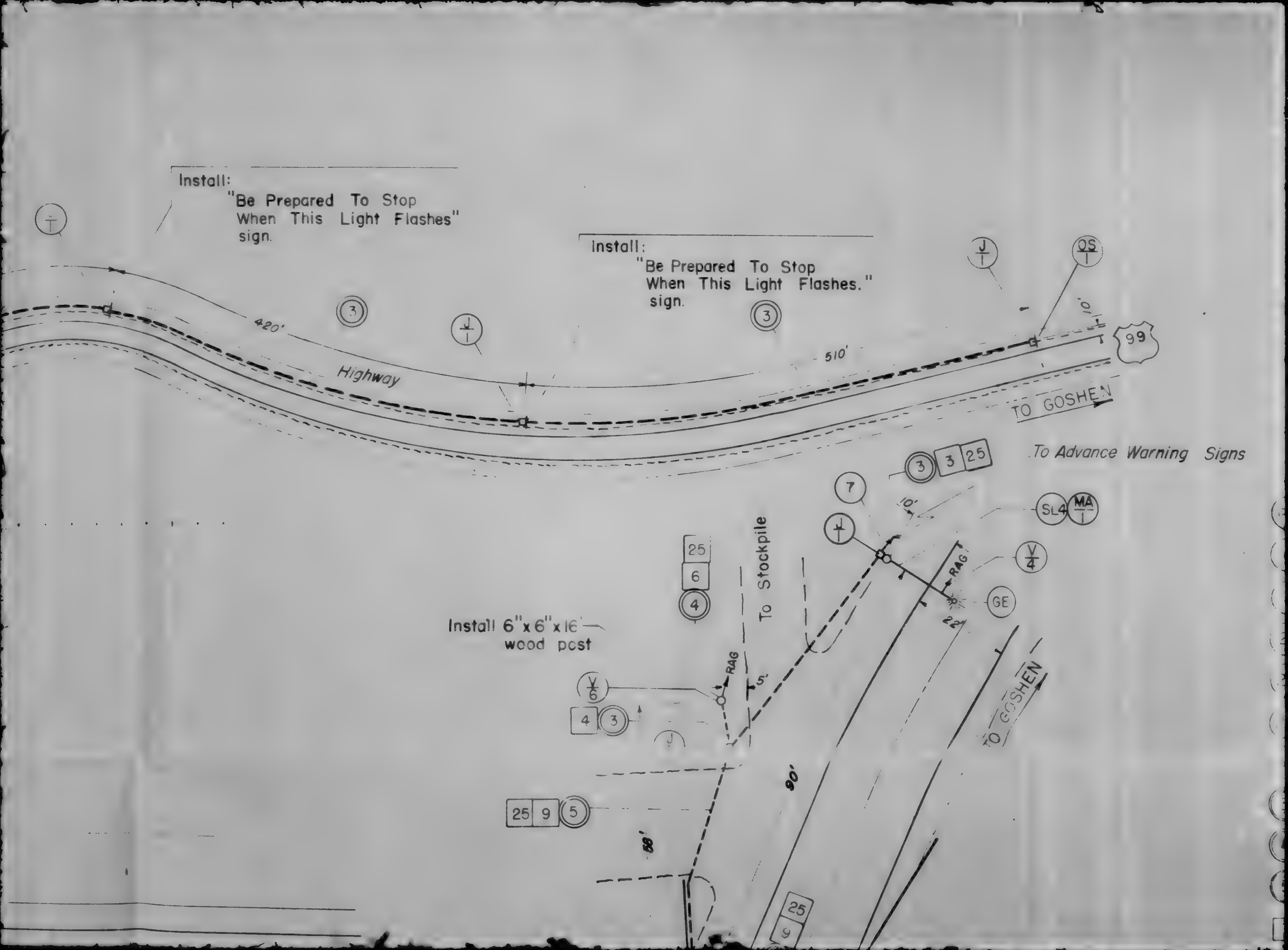


LEGEND

(PP) Existing Power Pole


TO EUGENE
TO EUGENE
Southern Pacific Co.
"Be Prepared To Stop When This Light Flashes" sign.
Install: "Be Prepared To Stop When This Light Flashes" sign.


Install:
"Be Prepared To Stop
When This Light Flashes"
sign.
280'
Pacific
420'
Highway
90'
163'
140'
216
M.P. 128.9
3
T
3
3
5
5
4
3
Install 6" x 6
wood
ed To
n This
ishes"
Install:
"Be Prepared To Stop
When This Light Flashes"
sign.
TO GOSHEN
25

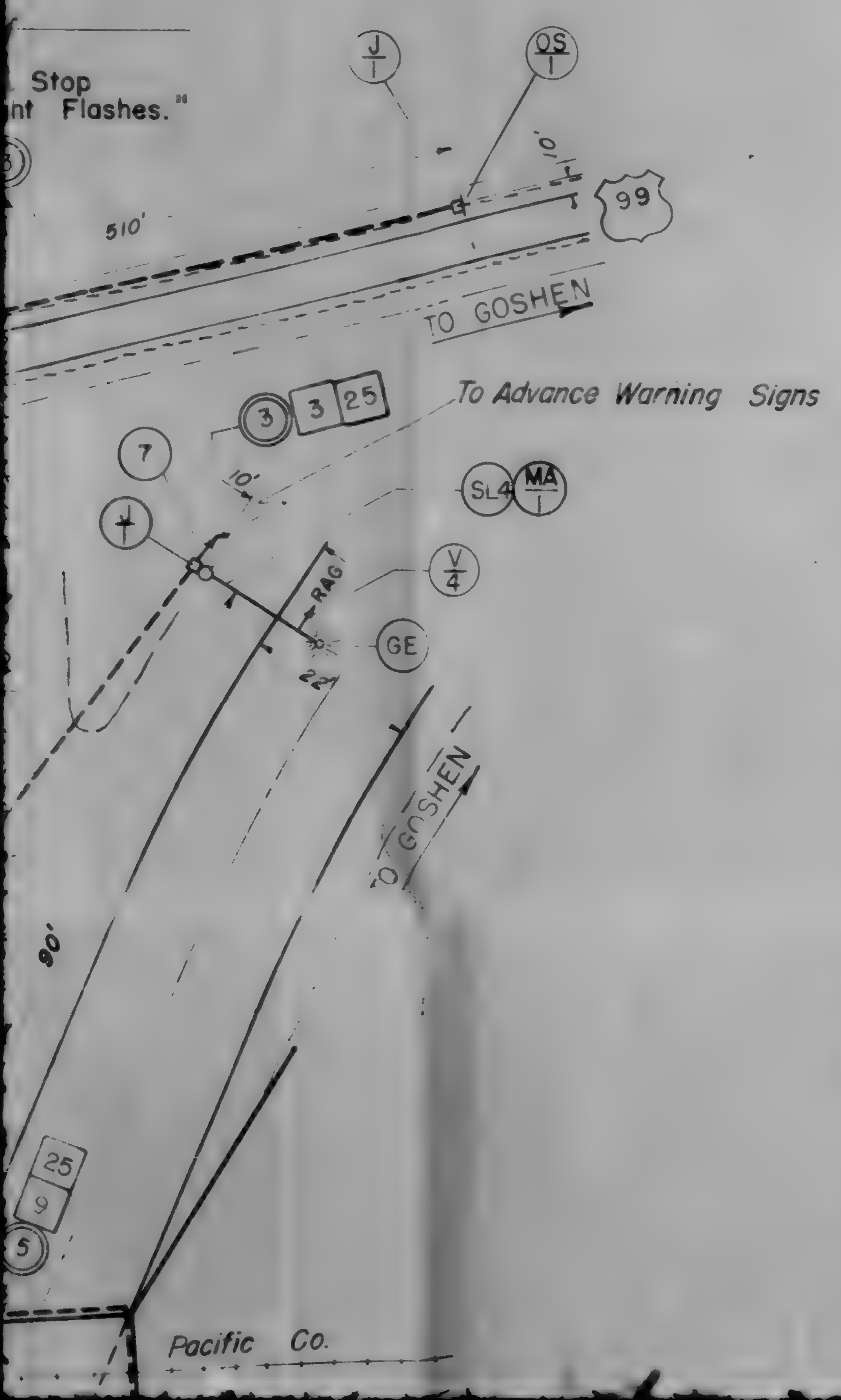


Install:
"Be Prepared To Stop
When This Light Flashes"
sign.

Install:
"Be Prepared To Stop
When This Light Flashes."
sign.

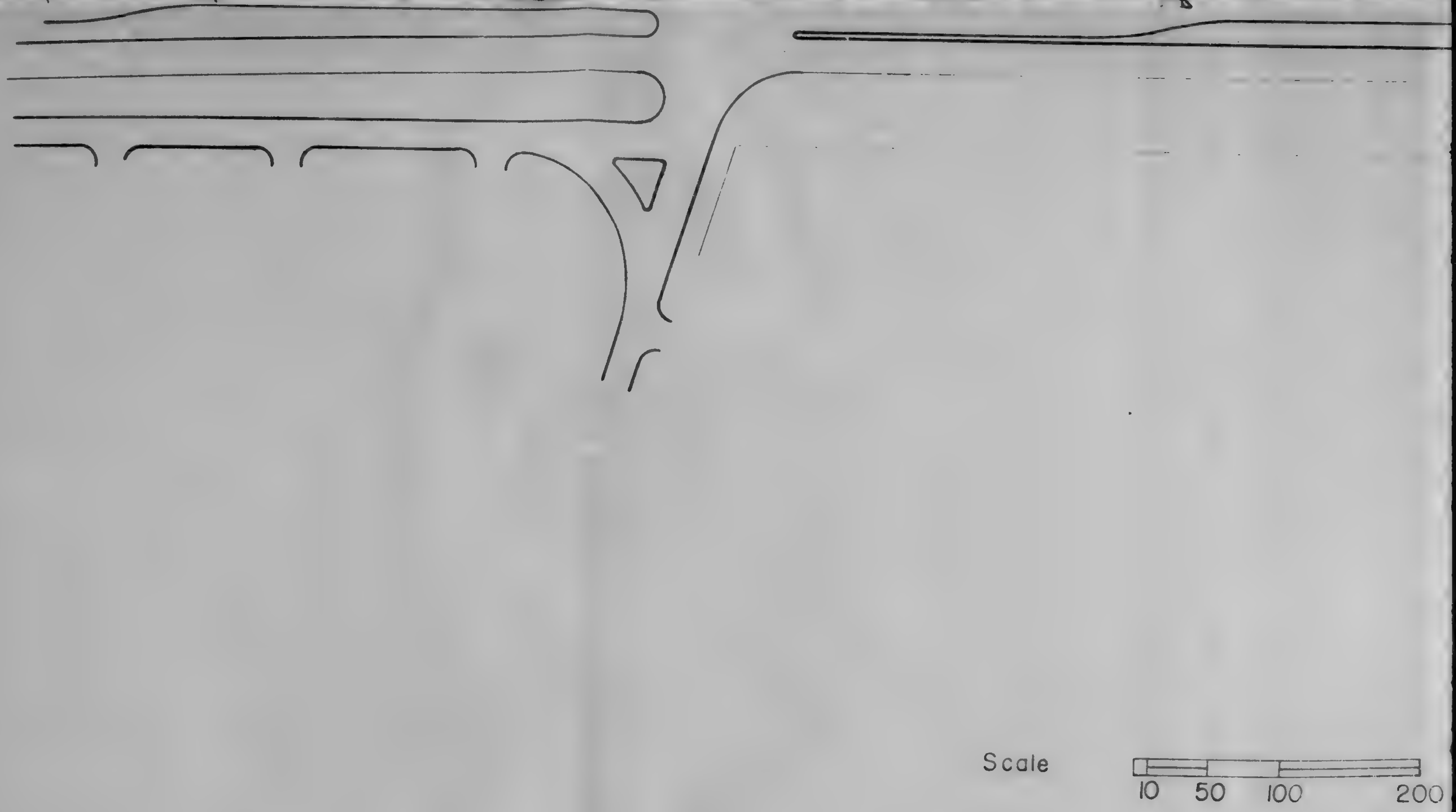
Install 6"x 6"x 16' wood post

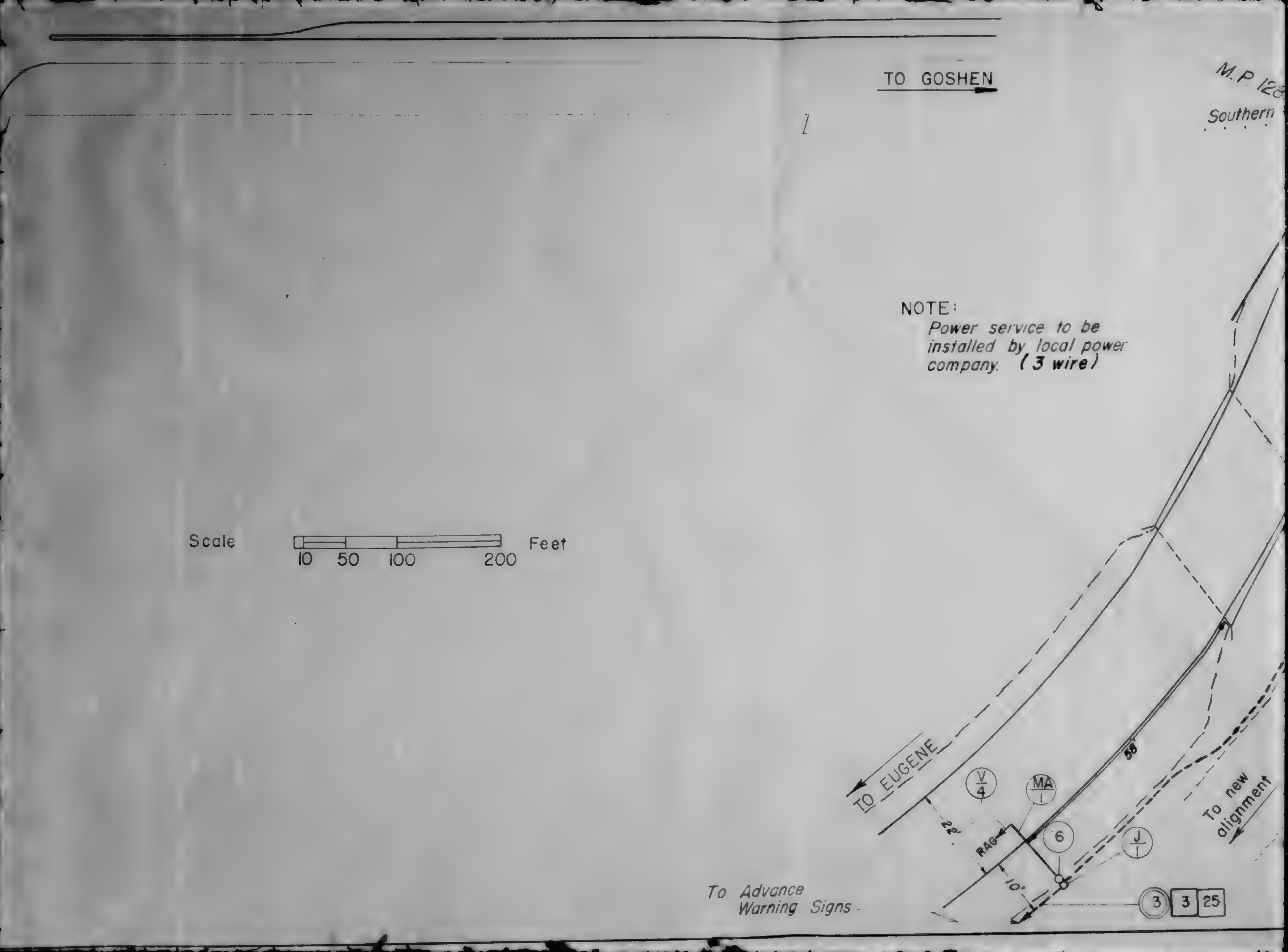
To Advance Warning Signs



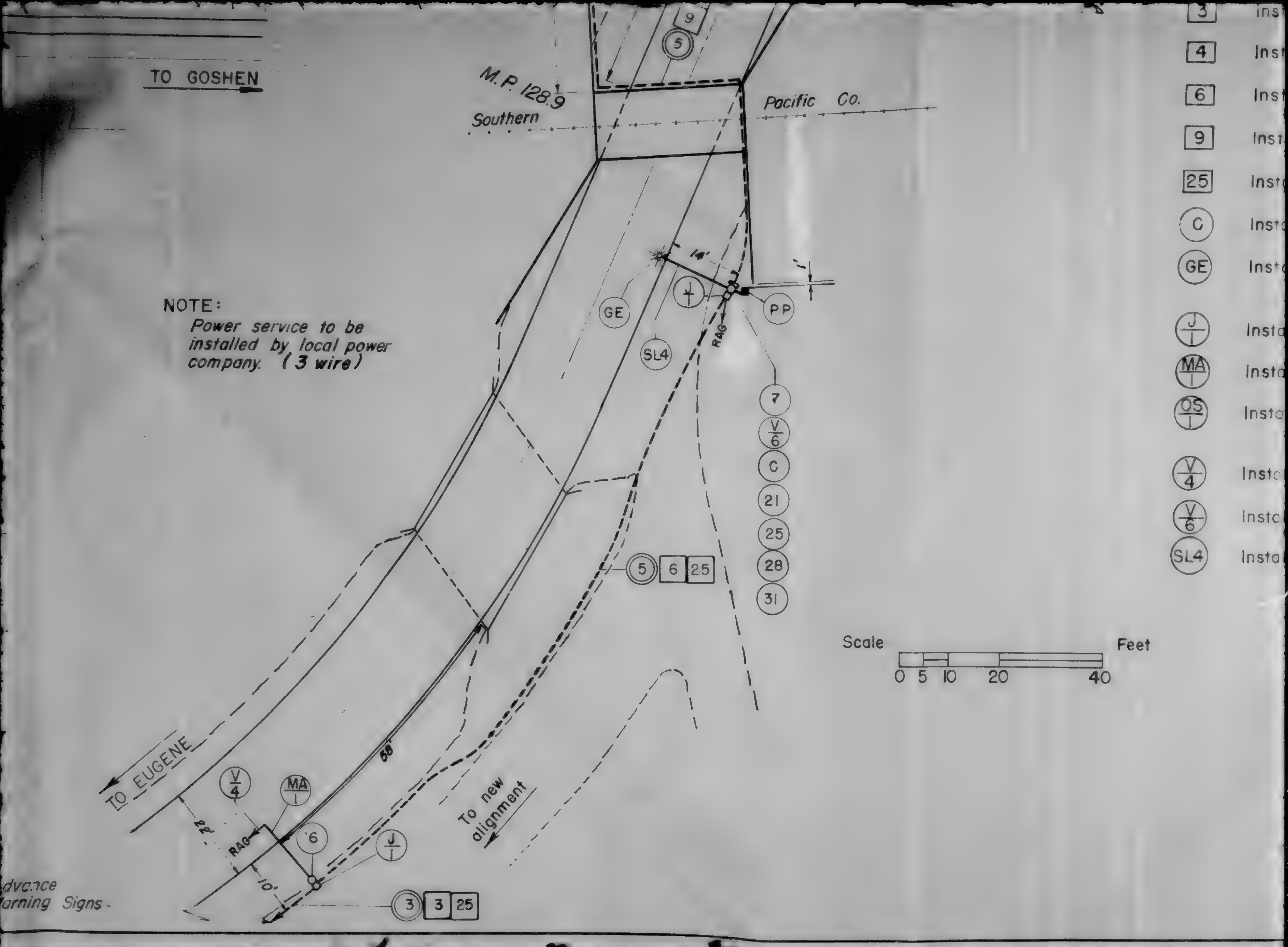
L E G E N D

(PP)	Existing Power Pole
(6)	Install 30 ft. wood pole
(7)	Install 35 ft. wood pole
(21)	Install 3 wire secondary rack with insulators
(25)	Install GE type P-1 photo electric switch
(28)	Install 5" x 12" x 15" galv. steel switch cabinet with fusible switch
[illegible]	Install flasher and radio interference eliminator
(3)	Install 3/4" galv. rigid conduit
(4)	Install 1" galv. rigid conduit
(5)	Install 1 1/4" galv. rigid conduit
3	Install 3 No. 14 type T/W wire
4	Install 4 No. 14 type T/W wire
6	Install 6 No. 14 type T/W wire

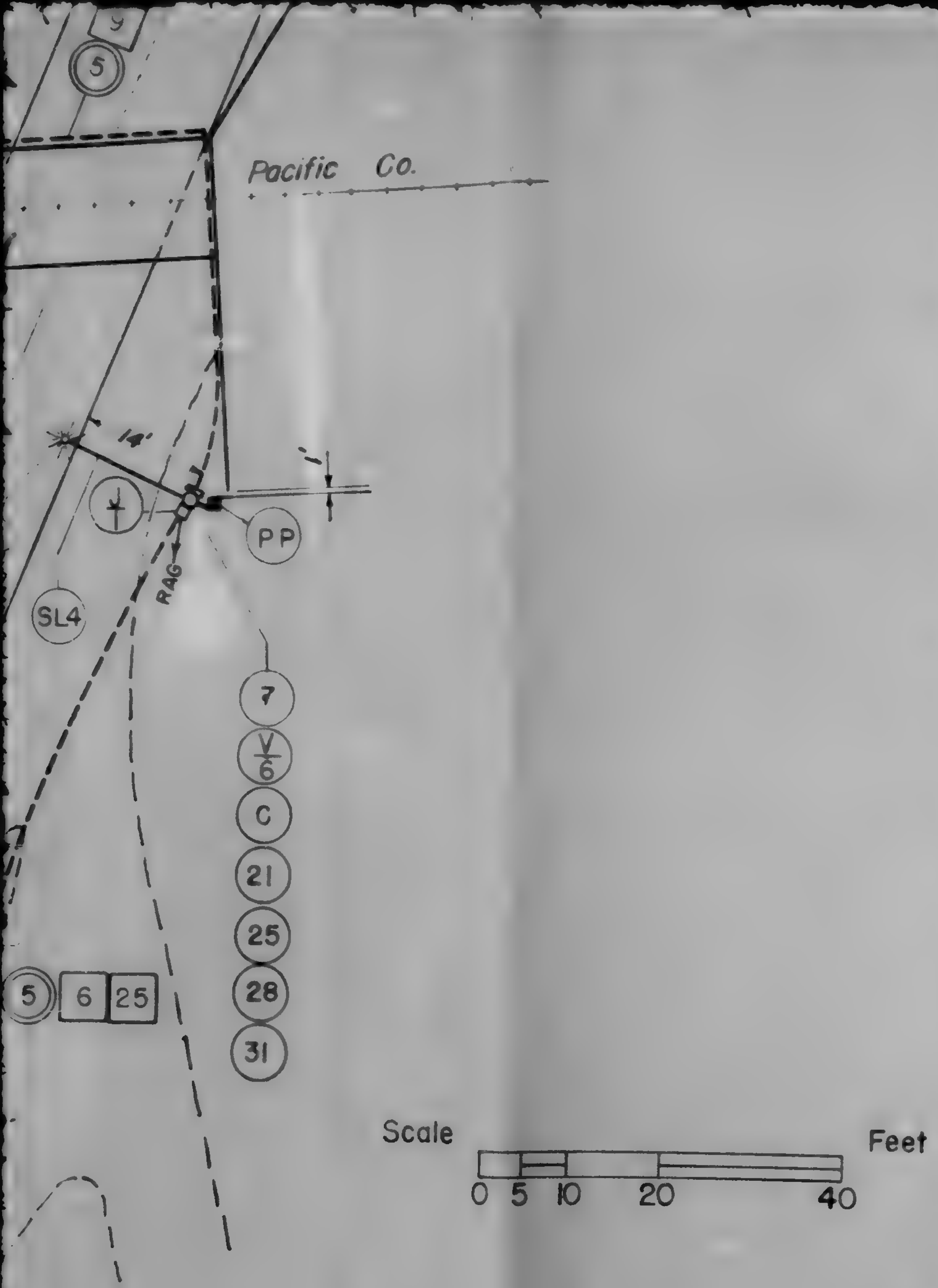

Scale



NOTE:
Power service to be installed by local power company. (3 wire)



NOTE:
Power service to be installed by local power company. (3 wire)



3	Install 3 No. 14 type T/W wire
4	Install 4 No. 14 type T/W wire
6	Install 6 No. 14 type T/W wire
9	Install 9 No. 14 type T/W wire
25	Install 2 No. 10 type T/W wire
C	Install 2 phase fixed time controller with cabinet
GE	Install GE Form 109 luminaire unit with pole type ballast and 20,000 lumen mercury vapor lamp
J/1	Install 4"x4"x4" galv. cast iron junction box with gasket and cover
MA/1	Install 15 ft. galv. mast arm for vehicle signal
OS/1	Install illuminated "TRAFFIC SIGNALS AHEAD" sign with flashing beacons (two flashing beacons per sign on alternate flashing
V/4	Install one-way, 3 section mast arm mounted vehicle signal
V/6	Install one-way, 3 section bracket mounted vehicle signal
SL4	Install 15 ft. upsweep street light bracket

RECEIVED
[illegible]
FOR FILING

February 7, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on January 28, 1952 on Contract No. 1618, Judkins Point-Goshen Section, in connection with Federal Aid Project No. FI-161 (18).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer.

DBP:tp

RECEIVED
FOR FILING

January 18, 1952

E. C. Hall Co. and
J. C. Compton Co.
P. O. Box 86
McMinnville, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3618 which was awarded to you by the State Highway Commission, for paving on the Judkins Point-Goshen Section of the Pacific Highway in Lane County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded [illegible]

RECEIVED

FOR FILING

71-[illegible]

[illegible]

December 24, 1951

E. C. Hall Company & J.C. Compton Co.
12012 S.W. Barbur Blvd.
Portland 19, Oregon

Gentlemen:

The State Highway Commission on December 21, 1951, awarded you Contract No. 3618 for paving of the Judkins-Point-Goshen Section of the Pacific Highway in Lane County. This award was based on your low bid of $386,361.00 submitted on that date.

I am enclosing a copy of the proposal form, which contains specifications, and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhs
Encl.
cc: H. G. Smith
S. H. Probert
W. M. Franswa, SIAC
J. C. Compton Co., McMinnville, Ore.

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

OREGON DISTRICT

December 21, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project FI-161(18), Judkins Point-Goshen Section of the Pacific Highway, to E. C. Hall Co. and J. C. Compton Co. of Portland, Oregon, low bidder in the amount of $366,361.00 at the December 21, 1951 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
DEC 26 1951
OREGON
STATE HIGHWAY COMMISSION

~~R~~ECEIVED
FOR FILING
OREGON DISTRICT
FI-161(18)
[illegible]

FI-161(18)

Files

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

December 6, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project FI-161(18), Judkins Point-Goshen Section of the Pacific Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

File

FOR FILING

OREGON DISTRICT
71-161(18)
#2611

71-161(18)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

December 6, 1951

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Oregon Project FI-161(18)
Judkins Point-Goshen Sec.
of the Pacific Highway
Letter of Intent

Dear Sir:

It has been determined that the subject project meets eligibility requirements, based on the criteria of essentiality described in Section Two of the Commissioner's memorandum of June 12, 1951, for an allotment of controlled materials and priority assistance.

Within the steel, copper and aluminum quantity limitations received from the Defense Production Administration, allotment of controlled materials will be made to the project when the contractor is ready to order his materials.

Very truly yours,

G. G. Polk
G. G. POLK
District Engineer

Copy made for
Mr Parsons 12-10-51

BF-175(9) Jones Ranch-Mitchell Sec., 1951
Structures on Ochoco Hwy.,
#3619 West of Mitchell

RECEIVED
FOR FILING

[illegible]

[illegible]

Salem, Oregon
October 16, 1953

C. H. Maison
Auditor

Attention: Mr. John Herr

Dear Sir:

This is to advise that final payment on Contract No. 3619 awarded to R. H. Jones may be released as the claim filed against this contract has been paid.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By
Floyd Query, Assistant Secretary

RECEIVED
[illegible]
FOR FILING

PF - 17 [illegible]

3619

October 16, 1953

Mr. R. H. Jones
Route 1, Box 258
Hillsboro, Oregon

Dear Mr. Jones:

After you were in the office yesterday I checked the status of final payment on your Contract No. 3619 and find that through a misunderstanding the warrant was being held up. It will be placed in the mail to you today.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By
Floyd Query, Acting Secretary

FQ:jmc

RECEIVED
FOR FILING

FF-115(1)

Jones

September 15, 1953

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

We have today received a letter from Morgan Truck Service, Inc., concerning their claim against Mr. R. H. Jones for 70 sacks of cement on State Highway Contract No. 3619 for structures on the Jones Ranch-Mitchell Section of the Ochoco Highway in Wheeler County. They write as follows:

". . . Mr. Jones remitted the full amount of these charges ($143.27) to us August 27 , 1953, thus, clearing up this claim."

This information is provided as your company appears as surety on the performance bond furnished with the contract mentioned above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - G. A. Tomassene & Sons
614 Wilcox Building
Portland 4, Oregon

Mr. Warner M. Bruce
152 Denny Way
Seattle 9, Washington

Mr. R. H. Jones
Route 1, Box 258
Hillsboro, Oregon

NOTED ON CARD

RECEIVED
FOR FILING

CF-175(9)

3619

Lewis

September 15, 1953

Morgan Truck Service, Inc.
3 Flags Highway
John Day, Oregon

Attention: Mr. Erle O. Anderson

Gentlemen:

Thank you for your letter of September 11th stating that Mr. R. H. Jones has paid in full your claim in the amount of $143.27 for materials furnished to him on State Highway Contract No. 3619.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

Portland Address
1208 S. E. Ninth Avenue
Fl. 6521

MORGAN TRUCK SERVICE, INC.
Main Office
3 FLAGS HIGHWAY
JOHN DAY, OREGON

September 11, 1953

3619

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We have received you letter of September 9,1953 inquiring about our claim against R. H. Jones in the amount of $143.27. The claim covered a COD charges of $100.80 and freight charges of $42.47. The freight moved from John Day, Oregon to Mitchell, Oregon, June 20, 1953.

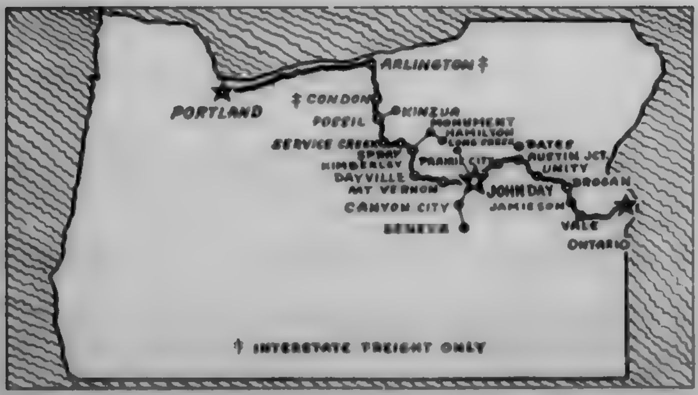
Mr. Jones remitted the full amount of these charges ($143.27) to us August 27, 1953,thus,clearing up this claim.

Very truly yours,

Morgan Truck Service, Inc.
Erle O. Anderson
By: Erle O. Anderson
Bookkeeper

Ea

REFERRED TO



NOTED ON CARD
9-11-53

RECEIVED
FOR FILING
21-176(1)

Lewis

September 9, 1953

Morgan Truck Service
3 Flags Highway
John Day, Oregon

Gentlemen:

It has come to our attention that your claim against Mr. R. H. Jones on State Highway Contract No. 3619 for structures on the Jones Ranch-Mitchell Section has been paid.

If you have received payment, please let us know so that final payment on this contract may be released to Mr. Jones.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:nr

NOTED ON CARD
9-9-53

OREGON STATE HIGHWAY DEPARTMENT

(date)

Sept. 4, 1953

PF - 175(1)

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3619	17-final	R. H. Jones	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
17213	B-75331	$ 10,391.80	9/3/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: March 31, 1953

Time Extensions: Extended to July 31, 1953 without penalty

Completion Date: July 31, 1953

Date Accepted: Aug. 6, 1953

Penalties: None of record

Claims: None outstanding of record

Remarks:

Date: 10-16-53

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary
by Floyd Query ass't

Warrant Mailed: OCT 16 1953
a.a. Wicklander

NOTED ON CARD

RECEIVED
SEP 2 1953
FOR FILING

SEM (1)

5617

Mrs Lewis
notes on card

August 2[illegible], 1953
Salem, Oregon

Mr. C. E. Mason, Manager
Accounting Department

Please withhold final payment to Mr. L. L. Jones on Contract No. 2619 until we have information that claim filed against this contract has been satisfied.

The surety has requested that the payment be withheld.

Secretary

[illegible]:mr

NOTED ON CARD

RECEIVED
1953
FOR FILING

PF-115(9)

3619

Lewis

[illegible]

[illegible]

NOTED ON CARD

OY TUCHBREITER
PRESIDENT

OHN E. STIPP
VICE PRESIDENT AND SECRETARY

CONTINENTAL CASUALTY COMPANY

GENERAL OFFICE CHICAGO, ILLINOIS

AIR MAIL

August 26, 1953

Mr. H. B. Glaisyer
Secretary
Oregon State Highway Department
Salem, Oregon

Dear Mr. Glaisyer:

Bond 920983
R. H. Jones -to-
State Highway Commission
(State Highway Contract #3619)

We are in receipt of your letter of August 18, 1953 and we thank you, therefore.

You are respectfully referred to specifications and contract agreement for highway bridge construction, Oregon State Highway Department, Division 1, General Provisions, Section 1.911- Suspension of Payments. We quote the following language therefrom:

> "Neither shall any partial or final payment be made as long as any claim or lien filed or prosecuted against the State of Oregon, the State Highway Commission, or the offices thereof in conflict with the provisions of the contract remains unsatisfied."

Under the circumstances, we respectfully submit that payment of this contract balance to the contractor is not in order so long as the claim from Morgan Truck Service, Inc. in the amount of $143.27 is unsatisfied.

Yours very truly,

James G. Roberts
James G. Roberts
Surety Claim Department

JGR:LDL

[illegible]

ROY TUCHBREITER
PRESIDENT

JOHN E. STIPP
VICE PRESIDENT AND SECRETARY

CONTINENTAL CASUALTY COMPANY

GENERAL OFFICE CHICAGO, ILLINOIS

August 20, 1953

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

Bond #920983
R. H. Jones
State Highway Contract #3619

We thank you for your letter of August 14. We think we understand your position and we sincerely appreciate your cooperation in having advised us of ~~your~~ a probable claim against Mr. Jones' bond by the Morgan Truck Service. Please be advised that we are looking into this situation and have written to Mr. Jones and will expect to receive his reply within the very near future.

Thanking you again for your kind consideration, I remain

Yours very truly,

James G. Roberts

James G. Roberts
Surety Claim Department

JGR:rk

RECEIVED
AUG 24 1953
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

[illegible]

August 18, 1953

Continental Casualty Company
310 S. Michigan Ave.
Chicago 4, Illinois

Gentlemen:

State Highway contract No. 3619 for Structures on the Jones Ranch-Mitchel Section of the Ochoco Highway in Wheeler County was completed by the contractor, R. H. Jones on July 31, 1953 and was formally accepted by the Highway Commission on August 6, 1953.

Final payment in the amount of $10,391.80 will be released to the contractor on or after August 28, 1953, provided outstanding claims have been satisfied and this office advised. The total contract amount is $110,978.22, and no force account work was performed on the project.

There is a claim from Morgan Truck Service Inc. filed against this project in the amount of $143.27, of which you have been previously notified.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rm

cc - Continental Casualty Company
C. A. Tomassene & Sons
1002 Cascade Bldg.
Portland 4, Oregon

NOTED ON CARD

8-18-53

RECEIVED
AUG 17 1953
FOR FILING

[illegible]

3619

August 14, 1953

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Attention: Mr. James G. Roberts

Gentlemen:

This is to acknowledge your letter of August 10 concerning a claim filed with our office against Mr. R. H. Jones' State Highway Contract No. 3619 for work on the Jones Ranch-Mitchell Section of the Ochoco Highway in Wheeler County, your Bond No. 920983

It is standard practice in this office to notify the surety when claims are filed with us. We make no attempt to determine the validity of the claims but record them in our records and advise the parties who are interested.

We have no other information on the Morgan Truck Service claim other than that given in our letter of July 29.

Mr. Jones has contracted with the State Highway Department for a number of years and enjoys an excellent reputation with us. However, the filing of claims by other parties is a matter outside of our control, and the service we perform in this connection is impartial as we notify the surety and the contractor concerning the filing of each claim with this office.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

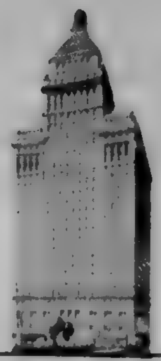
FAQ:md

cc - C. A. Tomassene & Sons
614 Wilcox Building
Portland 4, Oregon

ESIDENT

HN E. STIPP
VICE PRESIDENT AND SECRETARY

CONTINENTAL CASUALTY COMPANY



GENERAL OFFICE CHICAGO, ILLINOIS

August 10, 1953

Secretary
Oregon State Highway Dept.
Salem, Oregon

Dear Sir:

Bond #920983
R. H. Jones -to-
Oregon State Highway Commission
(Jones Ranch-Mitchell Section
Structures, Wheeler County,
Oregon)

Referring to your letter dated July 29, 1953, we have taken this matter up with Mr. R. H. Jones who we understand to be responsible financially and otherwise; and which, if true, would make unnecessary any reference to the bond. Upon receipt of his reply, we will communicate with you.

Meanwhile, we would appreciate receiving more specific information concerning the nature of the default complained of since we are in possession of no facts other than those contained in your letter which will substantiate the claim which the Morgan Trust Service, Incorporated alleges. We wish to cooperate, consistent with our position as surety, but we cannot ignore the position of our principal. Therefore, you can appreciate that any action we take or any letters we may write shall be without prejudice and shall not be construed as an admission of liability, nor as a waiver of any of our rights.

Very truly yours,

James G. Roberts

JGR:ha

James G. Roberts
Surety Claim Department

RECEIVED
AUG 13 1953
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 30 1953
FOR FILING

Lewis

PF-115
3619

July 29, 1953

Morgan Truck Service, Inc.
3 Flags Highway
John Day, Oregon

Gentlemen:

This is to acknowledge your letter of July 25 in which you advise that you have a claim against R. H. Jones in the amount of $143.27 for cement furnished on the bridge at the west limits of Mitchel. Apparently the job to which you refer is Contract No. 3619 awarded to R. H. Jones, Route 1, Box 258, Hillsboro, for structures on the Jones Ranch-Mitchell Section of the Ochoco Highway in Wheeler County. This contract has not yet been completed.

The Continental Casualty Company through C. A. Tomassene and Sons, 614 Wilcox Building, Portland 4, furnished the performance bond for this contract. The bond assures satisfactory completion of the contract and payment of all bills incurred in connection with it.

If you feel it necessary to protect your claim longer than six months after the contract is completed and accepted by the Commission, it might be well to file the claim with the Secretary of State. Attached is an excerpt from the Oregon Laws outlining the necessary procedure. In the meantime your claim will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

NOTED ON CARD

Floyd — Please see the
attached - this man
[illegible] wants to file
a claim will you give
him the data on how to
go about it. Jones contract
#3619 —

ay Phone 17

Portland Address
1208 S. E. Ninth Avenue
Fl. 6521

MORGAN TRUCK SERVICE, INC.
Main Office
3 FLAGS HIGHWAY
JOHN DAY, OREGON

July 25, 1953

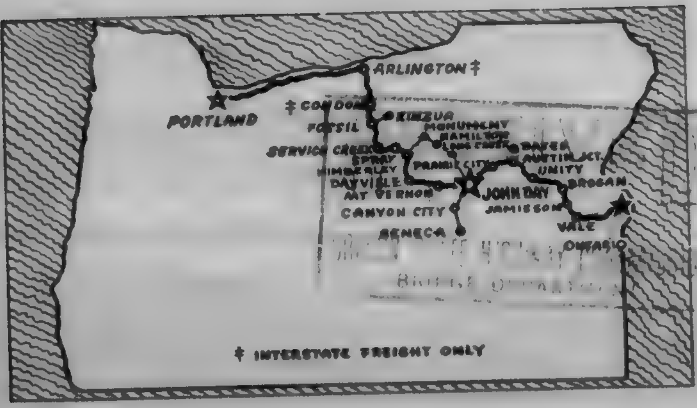
Oregon State Highway Dept.
121 State Highway Bldg.
Salem Oregon

Gentlemen;

Enclosed is a statement for 70 sacks of cement which was used in the State Highway bridge at the west city limits of Mitchel Oregon. This c ement was ordered by R. H. Jones Costrctoin Co. He now declines to pay for the shipment.

Very truly yours,

MORGAN TRUCK SERVICE INC.
W. Ray Morgan
byW. RAY MORGAN
Pres.



NOTED ON [illegible]
5-53

17
…land- Fl 6521
Ontario 519-W

MORG[illegible]N TRUCK SERVICE, [illegible]C.

JOHN DAY, OREGON

PRO. NO. 6

JD 10519

CONSIGNEE R H Jones % Oregon State Highway Mitchell Ore DATE 7 25 53

CONNECTING CARRIER NUMBER

SHIPPER John Day Hdwe John Day Oregon

NO. PIECES	DESCRIPTION OF ARTICLES	WEIGHT	RATE	TOTAL
70	Sks Cement	6650	62	41 23
			Tax Exempt	
			COD Fee	1 24
			COD	100 80
			Collect	143 27

I certify this to be a true and correct copy of delivery receipt

Signed R. V. Highsmith

MORGAN REVENUE	ADV. OR BEYOND

REC'D BY

BILLS PAYABLE WITHIN 7 DAYS FROM PRESENTATION BY ORDER OF I.C.C. COMMISSION

NES
ay 17
rtland FI 6521
Ontario 519-W

MORG[illegible]N TRUCK SERVICE, [illegible]C. → **PRO. NO.** 7

JOHN DAY, OREGON

JD 10519

CONSIGNEE R H Jones ℅ Oregon State Highway Mitchell Ore DATE 7 25 53

CONNECTING CARRIER NUMBER

SHIPPER John Day Hdwe John Day Oregon

NO. PIECES	DESCRIPTION OF ARTICLES	WEIGHT	RATE	TOTAL
70	Sks Cement	6650	52	41 23
			Tax Exempt	
			COD Fee	1 24
			COD	100 80
			Collect	143 27
	I certify this to be a true and correct copy of delivery receipt Signed R. V. Highsmith By Roy Morgan			

MORGAN REVENUE	ADV. OR BEYOND

REC'D BY

BILLS PAYABLE WITHIN 7 DAYS FROM PRESENTATION BY ORDER OF I.C.C. COMMISSION

Stat

JOHN DAY, OREGON, 7-25-53 195

In account with

Morgan Truck Service, Inc.

Telephone: John Day 17 3 FLAGS HIGHWAY

Oregon State Highway Dept.
Salem Oregon 121 Highway B ldg.

Please remit to John Day, Oregon

	BALANCE FREIGHT BILLS HEREWITH: PRO NO.				
70	sacks of cement	143.	27		
	This cement was used in the State highway bridge at the west end of city limits of Mitchel Oregon				

Bills payable within 7 days from presentation by order of the Interstate Commerce Commission.

St[illegible]t

JOHN DAY, OREGON, 7-25-53 195

In account with

Morgan Truck Service, Inc.

Telephone: John Day 17 3 FLAGS HIGHWAY

Oregon State Highway Dept.
Salem Oregon 121 Highway Bldg.

Please remit to John Day, Oregon

	BALANCE	
	FREIGHT BILLS HEREWITH:	
	PRO NO.	
70	sacks of cement	143.27
	This cement was used in the State highway bridge at the west end of city limits of Mitchel Oregon	

Jones

July 29, 1953

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

We have received a letter from Morgan Truck Service, Inc., John Day, Oregon, stating that R. H. Jones owes them $143.27 for 70 sacks of cement delivered to Mr. Jones on State Highway Contract No. 3619. This contract is for structures on the Jones Ranch-Mitchell Section of the Ochoco Highway in Wheeler County.

This information is provided as your Company appears as surety on the performance furnished with the contract mentioned above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - G. A. Tomassene & Sons
614 Wilcox Building
Portland 4, Oregon

Mr. Warner M. Bruce
152 Denny Way
Seattle 9, Washington

Mr. R. H. Jones
Route 1, Box 258
Hillsboro, Oregon

NOTED ON CARD

RECEIVED
FOR FILING

April 16, 1953

Mr. E. H. Jones
Route 1, Box 258
Hillsboro, Oregon

Dear Sir:

The State Highway Commission, at its meeting held on April 8, 1953, had under discussion your request for an extension of time from March 31 to September 27, 1953 within which to complete your contract No. 3619, for constructing structures on the Jones Ranch-Mitchell Section of the Ochoco Highway in Wheeler County.

I am pleased to inform you that the Highway Commission granted your request to July 31, 1953 without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

cc: Wm. E. Chandler,
Division Engineer

M. W. Moore,
Resident Engineer

G. S. Paxson,
Bridge Engineer

NOTED ON CARD

March 17, 1953

State Highway Commission

Request for extension of time
No. 9
April 8 and 9 meeting.

Gentlemen:

Re: Jones Ranch-Mitchell Section
Structures, Contract 3019
R. E. Jones, Contractor

Herewith a request for an extension of time from March 31, 1953 to September 27, 1953, in which to complete the structures on the Jones Ranch-Mitchell Section of the Ochoco Highway in Wheeler County. The contract completion date on this is March 31, 1953.

The contractor alleges that additional work in driving foundation piles, the load limit on the highway between Prineville and Mitchell, unseasonable weather, and labor shortage caused the delay. The delay from such of these causes as could not be anticipated at the time of bidding the job was not serious. However, the structure which is being replaced could not be closed until the grading contractor had completed a section of the adjacent highway. This will not be done until approximately April 1, so that work on the last structure cannot be commenced until that time.

In view of this it is recommended that the extension be granted without penalty to July 31, 1953, which should give time for the completion of this last structure. Attached hereto is a copy of the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

GSP:gm

RECEIVED
FOR FILING

December 19, 1952

Mr. R. H. Jones
Box 2[illegible]
Mitchell, Oregon

Dear Sir:

Reference is made to your letter of December 8, 1952, addressed to the State Highway Commission and having to do with the Jones Ranch-Mitchell structures.

Our reports on this project do not indicate that you have been unduly inconvenienced by being held off the structure at the west edge of Mitchell (Bridge No. 7492). There are six concrete bridges in this project. To date you have finished none of them even though your contract calls for all structures to be ready for backfill at the ends by November 30, 1952. The use of a detour at Bridge No. 7492 will seriously inconvenience local traffic into Mitchell, and we cannot permit the removal of the existing bridge until you are prepared to complete the new structure in a reasonable time. You certainly cannot do this while you have five other structures in varying stages of construction.

The contractor for the grading of highway has been forced to discontinue his operations because of the slow progress on the structures. He is now moving back to make the grade which will carry traffic while Bridge No. 7492 is being built. As soon as you have progressed on the other five structures far enough so that we have reasonable assurance that you will proceed with the construction of this sixth bridge without interruption, we will close the existing bridge and give you access to the site.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP:gm
cc State Highway Commissioners
W. E. Chandler
H. B. Glaisyer
G. S. Paxson

No. [illegible]
By

ASSIGNMENT

ember 16, 1952

escription: Copy of letter of December 8 by R. H. Jones and copy of Mr. Glaisyer's reply of December 9; re our operations on certain bridge structures on the Jones Ranch-Mitchell Section of the Ochoco Highway

Acknowledged by _____ Referred to ___Paxson ✓_________

Investigate and report with recommendation
xxx Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ____________________ signature

PLEASE RETURN TO W. C. W[illegible]

RECEIVED
DEC 16 1952
OREGON STATE HIGHWAY COMMISSION
[illegible] DEPARTMENT

Assignment executed 12-19-52 Report received ______

Remarks: **What's this all about?**
WCW

CEIVED
EC 17 1952
FOR FILING

R

December 9, 1952

Mr. R. H. Jones
Box 266
Mitchell, Oregon

Dear Mr. Jones:

We have your letter of December 8 addressed to the State Highway Commission concerning your operations on certain bridge structures on the Jones Ranch-Mitchell Section of the Ochoco Highway.

Copies of your letter are being forwarded to each of the commissioners and a copy also to Mr. Baldock for such investigation and action as is necessary.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Commissioners
Mr. R. H. Baldock

REFERRED TO
By State Highway Engineer

REFERRED TO
State Highway Engineer

RECEIVED
DEC 17 1952
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

December 8, 1952

State Highway Commission
Salem, Oregon

Gentlemen:

As you know, for some time I have been engaged in bridge construction and other work on the Jones ranch--Mitchell section structures on the Ochoco Highway project. In connection with this job, I would like to call to the Commission's attention the fact that bridge No. 7492 which is the bridge on the westerly edge of the town of Mitchell, which bridge is a permanent structure and has long been a part of the road system, continues to be used while the Commission is having the new roadway constructed.

I have at all times been ready, willing and able to construct a detour at bridge No. 7492. The reason that this bridge has not been replaced by detour bridge is that this bridge is still used as a roadway while the new highway is being constructed and, further, because the physical set-up around this bridge is such that a detour bridge would not be feasable. There are dwellings and other structures around and about this bridge and the approaches thereto which would not permit the construction of the detour bridge at this time or this place, all of which facts are known to your job inspectors.

Because of the facts recited above, and inasmuch as I was not able to replace bridge No. 7492 while I had my concrete crew standing by, I have been inconvenienced, and I will also be put to additional expense in that, when the construction of the new bridge can go forward I will have to have a shovel brought back to the construction site and, further, while I have not been able to have my concrete crew of eleven or twelve men construct the new bridge to replace 7492 in conjunction with the other bridges that I was building, I will, not being able to forthwith construct a replacement for bridge No. 7492, be unable to operate my concrete crew of eleven or twelve men efficiently and will be required to have said crew stand by in order to hold them over to start construction of the new bridge at such time as the Highway Commission discontinues use of the present bridge.

My purpose in writing this letter is to bring to the Commission's attention simply the conditions that exist on the job so that there will later be no misunderstanding as to the course which I followed or the additional burdens which were imposed upon me in the performing of my work.

Yours very truly,

RECEIVED

R. H. Jones

RHJ:s

RECEIVED
13 FEB 1952
FOR FILING

February 11, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Re: Jones Ranch-Mitchell Section
Ochoco Highway, F.A. No. NFI-275(9)

We note your Washington comment on the foundations for Bridge No. 7437. We will, of course, thoroughly investigate the foundation material when the excavation is made for the footings. Our footings are now shown at approximately 8 feet below stream bed in gravel, talus, and broken rock. This is ample depth to guard against any probable scour. There will be approximately 6 feet of this material under the footings before we get to strata shown as brown mud. It would seem that this depth of talus and rock should be ample to spread out the loads sufficiently so that no settlement would occur. The material in this talus and rock layer is such that it is doubtful that piling could be driven through it, and excavation through the material would be quite costly and should be avoided if it proves to be practical.

No guard rail is provided in the contract for the section. It is the intention to study the matter after the road is complete, and if it is found that the installation of guard rail is advisable, this will be done at a later date.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

GSP:gm
cc G. S. Paxson
H. G. Smith
S. H. Probert

RECEIVED
1952
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

February 4, 1952

Copy sent
to Mr. [illegible]
[illegible] will confer
with Mr. [illegible]

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Our Washington Office, after reviewing the plans for the Jones Ranch--Mitchell Section of the Ochoco Highway, Oregon Project BF-175 (9) make the following comments:

> "The piers and possibly abutments of the proposed bridge at station 564 + 29, State's bridge number 7487, appear to be much too shallow. Further investigation should be made for each substructure unit, particularly in view of the six-foot of mud shown below footings.
>
> We note that no provision has been made for guardrail on this project. Information regarding the State's intentions in this matter will be appreciated."

These comments are submitted for your consideration.

Very truly yours,

C G Polk

C. G. POLK
District Engineer

RECEIVED
FEB 5 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING
3619

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

February 11, 1952

Burda & Bodie
Attorneys at Law
Prineville, Oregon

Re: File 17609
Jones Ranch-Mitchell Section
Ochoco Highway

Attention: James F. Bodie

Gentlemen:

Receipt is acknowledged of your letter of January 29th with reference to property acquired from Charles Simpson and Florence Simpson on the Jones Ranch-Mitchell Section of the Ochoco Highway in Wheeler County.

Although the language was not recited in the deed, the option given contained a clause as follows:

> "State to do all the construction necessary to provide a six to eight foot wide passage way for cattle on the Southerly side of the relocated highway, between engineers center line stations 263+00 to 268+00. Grantor to have a right for the use of any part of said passageway that falls within the state highway right of way.
>
> "State to protect grantors irrigation system and not have system out of operating condition during irrigation season."

The work in question will undoubtedly be taken care of during construction and Mr. Simpson, or the proposed purchaser of the property, may rest assured that the obligations will be carried out by the Highway Commission even though not specifically set out in full in the deed.

For your convenience this communication is being sent to you in duplicate.

Very truly yours,

C. W. ENFIELD, Chief Counsel

By

J. W. DeSOUZA
Assistant Counsel

JWD:mb
cc: Mr. H. G. Smith
Mr. W. C. Williams ✓
Mr. W. E. Chandler

RECEIVED
FOR FILING
[illegible]

January 21, 1952

Mr. R. H. Jones
Route 1, Box 258
Hillsboro, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3619 which was awarded to you on December 21, 1951 by the State Highway Commission, covering construction of Jones Ranch-Mitchell Section Structures on the Ochoco Highway in Wheeler County.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded 1/21 gl

RECEIVED
FOR FILE

[illegible]

[illegible]

December 24, 1951

Mr. R. H. Jones
Route 1, Box 258
Hillsboro, Oregon

Dear Mr. Jones:

The State Highway Commission on December 21, 1951, awarded you Contract No. 3619 for bridge construction on the Jones Ranch-Mitchell Section on the Ochoco Highway west of Mitchell in Wheeler County. This award was based on your low bid of $106,071.00 submitted on that date.

I am enclosing a copy of the proposal form, which contains specifications, and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhs
Encl.
cc: H. G. Smith
S. H. Probert
G. S. Paxson
W. M. Franzwa, SIAC

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

OREGON DISTRICT
F F-175(9)
[illegible]

December 21, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project BF-175(9), Jones Ranch-Mitchell Section (Bridges) of the Ochoco Highway, to R. H. Jones of Hillsboro, Oregon, low bidder in the amount of $106,071.00 at the December 21, 1951 bid opening.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
DEC [illegible] 1951
[illegible]
STATE [illegible] COMMISSION

RECEIVED
FOR FILING

OREGON DISTRICT

BF 175(9)

[illegible] 19

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

December 6, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project BF-175(9), Jones Ranch-Mitchell Section of the Ochoco Highway (Bridges), have today been recommended for approval, subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

NOTED
W. C. WILLIAMS

RECEIVED
DEC 13 1951
[illegible] STATE HIGHWAY COMMISSION

F-181(20) Quartz Cr.-N. Plains Unit, 1952
Necanicum Jct.-N. Plains Sec.,
#3620 Sunset Hwy. West

January 14th, 1954

FINAL COST ANALYSIS

Quartz Creek-North Plains Section Paving Sunset Highway
Contract #3620 Prefix 34-1062 F-181(20) F-186(15)
Porter W. Yett, Contractor
James Don, Resident Engineer

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
RS-1 Emuls. Asphalt in Tack Coat	23.12	Ton	$33.00	$37.45	$ 865.94	$ 762.96
Class "B" Asphaltic Concrete	68,259.850	"	5.80	5.71	389,852.35	395,907.13
RS-1 Emuls. Asphalt in Seal Coat	108.51	"	37.00	36.48	3,958.60	4,014.87
Aggregate in Seal Coat	785	Cu. Yd.	4.00	4.11	3,223.91	3,140.00
3/4"-0" Material in Shoulders	14,254	" "	3.00	3.08	43,910.78	42,762.00
Sprinkling	602	M/Gal.	2.00	1.81	1,092.02	1,204.00
PA #1, 3/4"-0" Material in Shoulders	13,612	Cu. Yd.	2.25	2.30	31,346.27	30,627.00
PA #2, Purchase Excess 3/4"-0" Reject Material in Stockpile	500	" "	0.25	0.25	125.00	125.00
					$474,374.87	$478,542.96

Gross Revenue	$478,542.96
Total Cost	474,374.87
Net Profit	$ 4,168.09

Net Profit Equals 0.87% of Gross Revenue

NOTED
State Highway Engineer

Quartz Creek-North Plains
Contract #3620

Detail of Cost

Labor:			
Supervision		$ 10,450.00	
Labor		154,170.80	
Labor Insurance		9,548.01	
			$174,168.81
Materials:			
85/100 Paving Asphalt	4,096 Tons at $22.00	$ 90,112.00	
RS-1 Emulsion	131.63 " " 24.88	3,274.95	
Freight on Asphalt	4,227.63 " " 3.20	13,528.42	
Muck Sand	2,466 Cu. Yd. at 1.00	2,466.00	
			109,381.37
Equipment Rentals & Misc. Supplies:			
Equipment Rentals		$116,606.33	
Gas, Oil and Grease		17,381.37	
Fuel Oil		20,078.86	
Explosives		13,847.86	
Small Tools & Misc. Supplies		4,148.68	
Move In, Freight & Cartage		1,853.06	
Bond		3,589.07	
P.L. & P.D. Insurance		2,963.17	
General Overhead		10,356.29	
			190,824.69
Total Cost			$474,374.87

Contract #3620

Remarks:

This was a "Regular Federal Aid Project" calling for the resurfacing of 31.58 miles of highway roadbed involving 68,259.85 tons of Class "B" asphaltic concrete pavement and construction of rock shoulders involving 27,866 cu. yds. of 3/4"-0" crushed rock on the Quartz Creek-North Plains Unit, Necanicum Junction-North Plains Section of the Sunset Highway in Washington, Clatsop, Tillamook and Columbia counties.

This project was bid December 21st, 1951, and awarded on January 2nd, 1952. The work was started on April 11th, 1952, and finished on June 19th, 1953.

Considerable loss of time resulted due to contractor's prospecting for suitable rock rather than using designated sources. Four men and equipment consisting of a 160 cu. ft. compressor, 3/4 cu. yd. shovel, D-6 cat with dozer and miscellaneous small tools were used for 10 weeks for prospecting.

The contractor moved in the quarry at Bear Creek, Station 1145+00, 5.6 miles east of Quartz Creek, on April 11th, 1952, and started setting up crusher. After the quarry was opened up, the rock proved to be of poor quality. The contractor started crushing 3/4"-0" on May 20th, 1952. There was about 5,000 cu. yds. crushed at this quarry. Contractor drilled and shot Rock Creek quarry located at Station 1080+00 and hauled it to Bear Creek quarry for crushing. This rock was not suitable for asphaltic concrete. There was approximately 7,500 cu. yds. of 3/4"-0" shoulder material produced here.

The contractor then moved to Wolf Creek quarry located 0.38 mile south of Station 1346+50. A coyote hole was dug and quarry shot on July 7th, 1952. The rock broke large, necessitating secondary shooting. Two shifts of powder men worked in quarry to keep ahead of crushing operation.

The contractor started paving on June 30th, 1952, at North Plains. He hauled the Class "B" asphaltic concrete from his commercial plant at Beaverton, an average haul of 13 miles. His daily production was 620 tons. Eleven 8 cu. yd. trucks were used to haul asphaltic concrete to road. Paving from North Plains to Manning was completed on July 22nd, 1952. Shoulder material was hauled from the Rock Creek quarry. The contractor started paving on July 25th, 1952, from paving plant set up at Wolf Creek on west end of job. The crushing plant could not produce enough rock for continuous operation of the Class "B" asphalt plant. Paving operation was discontinued October 30th, 1952, because of weather conditions. Work was resumed on May 4th, 1953, and paving completed on June 10th, 1953. The contractor placed all shoulder material and crushed ¼"-0" rock to replace State aggregate used in seal coat.

88,259.85 tons of Class "B" asphaltic concrete was produced in 745 operating hours. The daily average was 784.595 tons or 91.6 tons per hour. There was 130 tons of rejects.

The contractor had good supervision and good equipment, but the extensive exploitation for rock, moving of plant, secondary shooting of quarries, sorting and sidecasting of undesirable materials and low bid prices resulted in only a small profit.

E. H. Clymer
Chief Cost Analyst

By . . H. R. Sturgis

OREGON STATE HIGHWAY DEPARTMENT
(date)
October 15, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3620 F-181(20) F-186(15)	11- & - 12-final	PORTER W. YETT

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
20254	R-78441	$ 14,487.96	10/15/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A.A. Wicklander
ACCOUNTING DIVISION

Specified completion Date: Sep. 30, 1952

Time Extensions: Extended to June 30, 1953 without penalty

Completion Date: June 19, 1953

Date Accepted: Sep. 24, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 10-16-53

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: a.a. Wicklander 10-19-53

RECEIVED
OCT 5 1953
FOR FILING

October 5, 1953

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

State Highway Contract No. 3620 for work performed on the Quartz Creek-N. Plains Unit, Necanicum Junction-North Plains Section of the Sunset Highway in four counties was completed by the contractor, Porter . Yett, on June 19 and was formally accepted by the Highway Commission on September 24, 1953.

Final payment in the amount of $14,487.96 will be released to the contractor on or after October 15, 1953. The total contract amount is $476,542.96 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tate, Westenfelder & Berg, Inc.
Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD
10-5-53

RECEIVED
[illegible] 1953
FOR FILING

R

July 21, 1953

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

It is the intention of the State Highway Commission to release to Porter W. Yett a portion of the funds heretofore retained by the Commission on contract No. 3620, for paving on the Quartz Creek-North Plains Unit, Necanicum Junction-North Plains Section of the Sunset Highway in Washington, Clatsop, Tillamook and Columbia Counties.

This payment, in the amount of $38,527.75, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $14,352.22. The present payment will be released to the contractor on or after July 31, 1953.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tate Westenfelder & Berg, Inc.
Wilcox Bldg.
Portland 4, Oregon

7-21-53

Form E-1—10M—11-51

F-181[illegible]
F-1[illegible]

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 18, 1953

Section Quartz Creek-North Plains

Kind of work Paving

Highway Sunset

Section prefix 34-1062

Contractor Porter W. Yett

Contract number 3620

Date of contract January 2, 1952

Date of completion Sept. 30, 1952

Date work started April 7, 1952

Estimated date of completion June 19, 1953

Amount of contract $530,755.50

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $530,755.50

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $23,400.00, 57.6 %

Date project was completed June 19, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contract completed June 19, 1953 but semi-final estimate is being held pending receipt of oil invoices. When invoices are received the semi-final will be completed.

NOTED
FORREST COOPER

Signed James Don

Address Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		31.58			31.58
Miles partially completed					
Miles completed		31.58			31.58
Total estimated quantities		22000			70000
Estimated quantities moved or placed to date		27800			68281
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Cloudy		
Tuesday	"		
Wednesday	Fair		
Thursday	"		
Friday	"		
Saturday			

State Printing 53382

RECEIVED
JUN 26 1953
FOR FILING

June 23, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on June 19, 1953 on Contract No. 3620, Quartz Creek-North Plains Unit, Necanicum Junction-North Plains Section, in connection with Federal Aid Project No. F-181 (20), F-186 (15).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp
cc: John Cottrell

RECEIVED
NOV 14 1952
FOR FILING

November 12, 1952

Mr. Porter W. Yett
6500 N. E. Ainsworth St.
Portland, Oregon

Dear Sir:

The State Highway Commission, at its meeting held on October 20, 1952, had under discussion your request for an extension of time of 273 days, from September 30, 1952 to June 30, 1953, within which to complete your contract No. 3620 for paving on the Quartz Creek-North Plains Unit of the Necanicum Jct.-North Plains Section of the Sunset Highway in four counties.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: A. G. Skelton,
Division Engineer

James [illegible]
[illegible] E. Hodge,
Resident Engineer

H. G. Smith,
Construction Engineer

NOTED ON CARD
[illegible]

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FOR FILING

FORM E-30 25M 3-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

October 21, 19[illegible]
Portland, Oregon

SUBJECT: COPY

To Mr. Porter W. Yett
6500 N. E. Ainsworth St.,
Portland 13, Oregon.

Noted
W. C. Williams

Dear Sir:

In connection with your contract #[illegible] for the paving of the Quartz Creek-North Plains Unit of the Sunset Highway, and your contract #3637 for the paving of the Summit-Buxton Section of the Nehalem Highway, the matter of the completion of the shoulder construction through the section where the paving has been completed, is of serious concern to the Highway Department. On the Sunset Highway, your crew is now completing the placing of shoulder rock on the section from Quartz Creek to your plant, and this should use up practically all of the shoulder rock you now have in stockpile. Shoulders will then need to be placed on the section to the Sunset Tunnel, and also on the section paved last summer from the Davies Overcrossing for a distance of about three miles east. The entire shoulder construction is yet to be placed throughout the section paved on the Nehalem Highway Contract.

There has been considerable criticism from the public on the lack of shoulders, particularly on the Sunset Highway. This includes editorial comment from the Astoria paper as well as letters from individuals. We are now at the tome of the year when low fog and drizzle can be expected on both of these highways, and this will greatly increase the hazard from this lack of shoulder construction. We appreciate the fact that you have safeguarded these shoulders by maintaining barricades and flares at the most dangerous points, but in spite of this, there have been several serious accidents even though visibility has been good.

With the current change in the weather, rapid completion of the shoulders is extremely urgent, and it is requested that every effort be made to complete these shoulders as soon as possible.

Yours very truly,

A. G. Skelton (Signed)

A. G. SKELTON
Division Engineer.

AGS:wow
cc: W. C. Williams
H. G. Smith
James Don

RECEIVED
FOR FILING

October 1[illegible], 1952

Request for extension of time
No. 12
October 20 and 21 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Porter W. Yett for an extension of time on Contract No. [illegible], Quartz Creek-North Plains Section of the Sunset Highway, from September 30, 1952 to June 30, 1953.

The contractor encountered difficulty in the quarries which he opened and attempted to use for his crushed materials. However, he started paving operations on the North Plains end of the project on June 30, hauling his asphaltic concrete from his Beaverton plant. Material from this plant was used to the Davies Overcrossing and this section was completed late in July. He then started paving at the Quartz Creek end on August 4 with continuous operations since that date.

The contractor's operations have been satisfactory, and the engineering expense has remained commensurate to the work accomplished. I recommend that the extension be granted without penalty, and Mr. C. B. Folk of the Bureau of Public Roads concurs.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

HGS lg

RECEIVED
OCT 7 - 1952
FOR FILING

September 29, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Bldg.
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 3620, Quartz Creek - North Plains Section of the Sunset Highway, Ore. F-181 (20) and F-186 (15), from September 30th, 1952 to June 30th, 1953, to Porter W. Yett, Contractor.

The contractor encountered difficulty in two quarries which he opened up and attempted to use for crushing of his material. However, he started paving operations on the North Plains end of the project on June 30th, hauling his asphaltic concrete from his Beaverton plant. Material from this plant was used to the Davies Overcrossing, and this section was completed late in July. He then started his paving plant at the Wolf Creek setup and started paving at the Quartz Creek end on August 4th, with continuous operations since that date.

The contractor's operations have been satisfactory, and engineering expense has remained commensurate to the work accomplished. I would recommend the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

EAP:sh

cc H. G. Smith

RECEIVED

FOR FILING

April 15, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on April 7, 1952 on Contract No. 3620, Quartz Creek-North Plains Unit of the Necanicum Junction-North Plains Section, in connection with Federal Aid Project No. F-181 (20), F-186 (15).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

3/2.

Form PR 2 (Revised 1946)

State Oregon
Project No. F-186(15)

Federal Aid

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 10th day of July, 1952, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 24th day of August, 1951, a program, which was approved on the 21st day of November, 1951, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 6th day of December, 1951; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of two hundred fifty-five thousand and 00/100 dollars ($255,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 1203+60 = 1204+56.4 in the NW 1/4, Section 3, T. 3 N., R. 6 W., W.M., and survey station 2525+36 in the SW 1/4, Section 1, T. 1 N., R. 3 W., W.M., except stations 1382+64 to 1383+54, 1511+60 to 1512+90, 1537+50 to 1539+32, 1695+20 to 1703+75, 1931+45 to 1932+50, 1983+86 to 1984+75, 2149+06.9 to 2154+22.4, 2191+08 to 2191+98, 2419+08 to 2420+08, and 2479+85 to 2483+46, length 24.525 miles, in Tillamook, Columbia and Washington Counties, being Oregon Federal Aid project No. F-186(15), consisting of 24.525 miles of roadway and no bridges, of more than 20 feet clear span,

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of two hundred fifty-five thousand and 00/100 dollars ($255,000.00), which does not exceed the authorized Federal pro rata share of four hundred eleven thousand, four hundred sixty-six and 00/100 dollars ($411,466.00), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:
(Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

Attest
SECRETARY

RECOMMENDED FOR APPROVAL:
STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-2

RECEIVED
JUL 9 1952
OREGON DIV 4

Oregon State Highway Department

Federal Aid Project
No. F-186 (15)

QUARTZ CREEK-NORTH PLAINS SECTION OF THE SUNSET HIGHWAY IN TILLAMOOK, WASHINGTON AND COLUMBIA COUNTIES

(Estimate on basis for project agreement. Based on low bid prices.)

Salem, Oregon, March 17, 1952

Type Code 6201
Roadway (1203+60.0 = 1204+56.4 to 1695+20) (Sta. 1703+75.0 to 2525+36)

230	tons	RS-1 Emulsified Asphalt in Tack Coat	$33.00	$ 7,590.00
52,000	tons	Class "B" Asphaltic Concrete	5.80	301,600.00
310	tons	RS-1 Emulsified Asphalt in Seal Coat	37.00	11,470.00
1,900	cu. yds.	Aggregate in Seal Coat	4.00	7,600.00
15,000	cu. yds.	3/4" - 0 Material in Shoulders	3.00	45,000.00
400	M-gals.	Sprinkling	2.00	800.00

Subtotal	$374,060.00
10% Engr. & Cont.	37,406.00
Total	$411,466.00

Length of Roadway	24.525 miles
Length of 9 Structures	.314 miles (Exception)
Total Length	24.840 miles
Cost per mile, Roadway	$16,777.41

Federal Funds- -$255,000.00
State Funds- 156,466.00

$411,466.00

State Funds for Constr: Chap. 175, laws 1917: Chap. 31, laws 1920:
Chap. 529, laws 1939.
State Funds for Maint: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Project
No. F-186 (15)

QUARTZ CREEK-NORTH PLAINS SECTION OF THE SUNSET HIGHWAY IN CLATSOP, TILLAMOOK AND COLUMBIA COUNTIES

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 4, 1951

Type Code 6201
Roadway (1203+60.0 - 1204+56.4 to 1695+20) (Sta. 1703+75.0 to 2525+36)

230	tons	RS-1 Emulsified Asphalt in Tack Coat	$42.00	$ 9,660.00
52,000	tons	Class "B" Asphaltic Concrete	6.25	325,000.00
310	tons	RS-1 Emulsified Asphalt in Seal Coat	42.00	13,020.00
1,900	cu. yds.	Aggregates in Seal Coat	5.00	9,500.00
15,000	cu. yds.	3/4" - 0 Material in Shoulders	3.00	45,000.00
400	M-gals.	Sprinkling	2.50	1,000.00
			Subtotal	$403,180.00
			10% Engr. & Cont.	40,318.00
			Total	$443,498.00

Length of Roadway	24.525 miles
Length of 9 Structures	.315 mile (Exception)
Total Length	24.840 miles
Cost per mile, Roadway	$18,083.50

Federal Funds- -	$275,000.00
State Funds- -	168,498.00
	$443,498.00

Oregon State Highway Department

Federal Aid Project
No. F-186 (15)

QUARTZ CREEK-NORTH PLAINS SECTION OF THE SUNSET HIGHWAY IN CLATSOP, TILLAMOOK AND COLUMBIA COUNTIES

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 4, 1951

1203+60.0 = 1304[illegible]

Type Code 6201
Roadway (~~1195+28.5 - 1195+4~~3.4 to 1695+20) (Sta. 1703+75.0 to 2525+36)

230	tons	RS-1 Emulsified Asphalt in Tack Coat	$42.00	$ 9,660.00
52,000	tons	Class "B" Asphaltic Concrete	6.25	325,000.00
310	tons	RS-1 Emulsified Asphalt in Seal Coat	42.00	13,020.00
1,900	cu. yds.	Aggregate in Seal Coat	5.00	9,500.00
15,000	cu. yds.	3/4" - 0 Material in Shoulders	3.00	45,000.00
400	M-gals.	Sprinkling	2.50	1,000.00
			Subtotal	$403,180.00
			10% Engr. & Cont.	40,318.00
			Total	$443,498.00

Length of Roadway	~~24.480 miles~~	24.315 miles
Length of 9 Structures	~~.314 miles~~	.505 " (Exception)
Total Length	~~24.794 miles~~	24.820 "
Cost per mile, Roadway	~~$17,969.93~~	$18,2[illegible]

Federal Funds- $275,000.00
State Funds- 168,498.00

443,498.00

36

~~Form~~ PR 2 (Revised 1946)

State Oregon

Federal Aid
Project No. F-181(20)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 10th day of July, 1952, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 24th day of August, 1951, a program, which was approved on the 21st day of November, 1951, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 6th day of December, 1951; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of ninety-one thousand and 00/100 dollars ($91,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 809+55 in the SE 1/4, Section 11, T. 4 N., R. 7 W., W.M., and survey station 1203+60 in the NW 1/4, Section 3, T. 3 N., R. 6 W., W.M., except stations 1063+26 to 1064+46,

, length 7.052 miles, in Clatsop and Tillamook Countyies,

being Oregon Federal Aid project No. F-181(20), consisting of 7.052 miles of

roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~or a mile in length.~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

10—11870-2

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of

ninety-one thousand and 00/100

dollars ($91,000.00), which does not exceed the authorized Federal pro rata share of

one hundred forty-seven thousand, two hundred twenty-four and 00/100

dollars ($147,224.00), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing

Chapter 529, Laws 1939.

funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,

By

Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-2

RECEIVED
JUL 9 1952
OREGON DISTRICT

Oregon State Highway Department

Federal Aid Project
No. F-181 (20)

QUARTZ CREEK-NORTH PLAINS SECTION OF THE SUNSET HIGHWAY IN CLATSOP AND TILLAMOOK COUNTIES

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, March 17, 1952

Type Code 6201
Roadway (Sta. 809+55 to 1203+60.0)

70	tons	RS-1 Emulsified Asphalt in Tack Coat	$33.00	$ 2,310.00
18,000	tons	Class "B" Asphaltic Concrete	5.80	104,400.00
90	tons	RS-1 Emulsified Asphalt in Seal Coat	37.00	3,330.00
600	cu. yds.	Aggregate in Seal Coat	4.00	2,400.00
7,000	cu. yds.	3/4" - 0 Materials in Shoulders	3.00	21,000.00
200	M-gals.	Sprinkling	2.00	400.00
			Subtotal	$133,840.00
			10% Engr. & Cont.	13,384.00
			Total	$147,224.00

Length of Roadway	7.052 miles
Length of Structures	.023 mile (Exception)
Total Length	7.075 miles
Cost per mile, Roadway	$20,876.91

Federal Funds- -	$ 91,000.00
State Funds- -	56,224.00
	$147,224.00

State Funds for Constr: Chap. 175, laws 1917: Chap. 31, laws 1920:
Chap. 529, laws 1937.
State Funds for Maint: Chap. 175, laws 1939.

Oregon State Highway Department

Federal Aid Project
No. F-181 (20)

QUARTZ CREEK-NORTH PLAINS SECTION OF THE SUNSET HIGHWAY IN CLATSOP AND TILLAMOOK COUNTIES

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 4, 1951

Type Code 6201
Roadway (Sta. 309+55 to 1203+60.0)

70	tons	RS-1 Emulsified Asphalt in Tack Coat	$42.00	$ 2,940.00
18,000	tons	Class "B" Asphaltic Concrete	6.25	112,500.00
90	tons	RS-1 Emulsified Asphalt in Seal Coat	42.00	3,780.00
600	cu. yds.	Aggregate in Seal Coat	5.00	3,000.00
7,000	cu. yds.	3/4" - 0 Materials in Shoulders	3.00	21,000.00
200	M-gals.	Sprinkling	2.50	500.00
			Subtotal	$143,720.00
			10% Engr. & Cont.	14,372.00
			Total	$158,092.00

Length of Roadway	7.052 miles
Length of 1 Structure	.023 mile (Exception)
Total Length	7.075 miles
Cost per mile, Roadway	$22,418.03

Federal Funds	$ 98,000.00
State Funds	60,092.00
	$158,092.00

Oregon State Highway Department

Federal Aid Project
No. F-181 (20)

QUARTZ CREEK-NORTH PLAINS SECTION OF THE SUNSET HIGHWAY IN CLATSOP AND TILLAMOOK COUNTIES

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 4, 1951

Type Code 6201
(= 1203+40.0)
Roadway (Sta. 309+55 to ~~1195+20.5~~)

70	tons	RS-1 Emulsified Asphalt in Tack Coat	$42.00	$ 2,940.00
18,000	tons	Class "B" Asphaltic Concrete	6.25	112,500.00
90	tons	RS-1 Emulsified Asphalt in Seal Coat	42.00	3,780.00
600	cu. yds.	Aggregate in Seal Coat	5.00	3,000.00
7,000	cu. yds.	3/4" - 0 Materials in Shoulders	3.00	21,000.00
200	M-gals.	Sprinkling	2.50	500.00
			Subtotal	$143,720.00
			10% Engr. & Cont.	14,372.00
			Total	$158,092.00

Length of Roadway	~~6.897 miles~~	7.052 mile
Length of 1 Structure	~~.023 mile (exception)~~	.023 " (exception)
Total Length	~~6.920 miles~~	7.075 "
Cost per mile, Roadway	~~$22,921.85~~	$22,418.03

Federal Funds- -$ 98,000.00
State Funds- 60,092.00

$158,092.00

RECEIVED
FOR FILING

January 29, 1952

Mr. Porter W. Yett
6500 N. E. Ainsworth St.
Portland, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3620, which was awarded to you on January 2, 1952 by the State Highway Commission, for paving on the Quartz Creek-North Plains Unit of the Necanicum Junction-North Plains Section of the Sunset Highway in Washington, Clatsop, Tillamook and Columbia Counties.

We are also mailing an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded ________

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MAR [illegible] 1952
FOR FILING

[illegible]

AGENDA
JAN 3 1 1952

4-W

January 3, 1952

Mr. Porter W. Yett
6500 N. E. Ainsworth Avenue
Portland, Oregon

Dear Mr. Yett:

The State Highway Commission on December 21 accepted your proposal to perform paving work on the Quartz Creek-North Plains Unit of the Necanicum Junction-North Plains Section of the Sunset Highway west from North Plains in Washington and Clatsop Counties, for the sum of $507,900, and awarded contract No. 3620 to you subject to clearance of right of way and concurrence from the Bureau of Public Roads. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

I am enclosing a copy of the proposal form which contains specifications and may be useful pending preparation of the contract forms.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

md
Enc.

cc - H. C. Smith
S. H. Probert
Goldie Lewis
W. M. Franzwa

S&C

Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

WESTERN UNION

JOSEPH L. EGAN, PRESIDENT

1206

INTERNATIONAL SERVICE

Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE	DEFERRED
CODE	NIGHT LETTER

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
January 3, 1952
9:45 a.m.

Mr. Porter W. Yett
6500 N. E. Ainsworth Avenue
Portland, Oregon

The State Highway Commission yesterday received satisfaction of condition governing award to you of contract for Quartz Creek-North Plains Unit of Necanicum Junction-North Plains Section of Sunset Highway in Washington and Clatsop counties for which you submitted low bid on December 21. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

A NEW CURTIS SERVICE

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $6 • LADIES' HOME JOURNAL, 1 yr., $3. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.

Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

RECEIVED
FOR FILING

F 181(20)
OREGON DISTRICT
F-186(15)
[illegible]

F 186(15)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

January 2, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project F-186(15), Quartz Creek-North Plains Section of the Sunset Highway, we hereby concur as of this date in award of contract to Porter W. Yett, Portland, Oregon, low bidder in the total amount of $507,900 for the construction of this project and project F-181(20), combined under the same contract, at the December 21, 1951 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
JAN 2 1951
OREGON
STATE HIGHWAY COMMISSION

RECEIVED

FOR FIL[illegible]

F-181-(20)
OREGON DISTRICT

F-[illegible]

#3[illegible]

F-181(20)
186(15)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

January 2, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project F-181(20) Quartz Creek-North Plains Section of the Sunset Highway, we hereby concur as of this date in award of contract to Porter W. Yett, Portland, Oregon, low bidder in the total amount of $507,900 for the construction of this project and project F-186(15), combined under the same contract, at the December 21, 1951 bid opening.

Very truly yours,

O. G. Folk

O. G. FOLK
District Engineer

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JAN 2 1951
[illegible]
STATE HIGHWAY COMMISSION

RECEIVED
JAN 15 1952
FOR FILING

F-181(20)
F-186(15)
[illegible]

F-181(20)
186(15)

January 2, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence is requested in the award today of contract for 31.6 miles of paving on the Quarts Creek-North Plains Section of the Sunset Highway, Projects F-181 (20) and F-186 (15), to Porter W. Yett of Portland, Oregon, on the basis of his bid in the amount of $507,900 submitted on December 21, 1951.

All rights of entry required in connection with this project have been acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:gs

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FOR FILING
FORM E-30 25M 3-51 47156

7-181(20)
7-186([illegible]
[illegible]

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

NOTED
W. C. WILLIAMS

Salem, Oregon
December 31, 1951

F-181(20)
F-184(15)

SUBJECT: Quartz Creek-North Plains Unit

To: W. C. Williams
Ass't. State Highway Engineer
Office

The condemnation suits for the quarry and haul road on the Quartz Creek-North Plains Section have been filed, therefore the contract may be awarded.

This information was given to S. H. Probert December 31, 1951.

Forrest Cooper
Forrest Cooper
Right of Way Engineer

FC:rmw

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FOR FILING

OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

December 7, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In order to clarify the issue in connection with our authorization to advertise for bids Project F-186(15), Quartz Creek-North Plains Section of the Sunset Highway, we quote a telegram sent yesterday to our Washington Office by Mr. Lynch:

> "REFERENCE BONNICKSON NOVEMBER 23 TRANSMITTING HILTS' NOVEMBER 21 OREGON DISTRICT ENGINEER POLK WIRES: 'STATE DESIRES TO ADVERTISE PROJECT F-186(15), QUARTZ CREEK-NORTH PLAINS SECTION, SUNSET HIGHWAY, TODAY. PROGRAM THIS PROJECT, ITEM 121, APPROVED NOVEMBER 21 CONDITIONED UPON FURTHER CLEARANCE BY WASHINGTON OFFICE OF CORRECTIVE DRAINAGE PLAN ON EAST SEVEN MILES. I AM SATISFIED THAT DRAINAGE NEEDS NO CORRECTION AND THAT ONLY 1-1/2" LEVELING COURSE PAVEMENT IS REQUIRED. STATE HAS AGREED TO THIS REDUCED PAVEMENT THICKNESS. MAY WE AUTHORIZE ADVERTISING ON THIS BASIS? OUR MEMO DECEMBER 3 WITH ATTACHMENTS CLARIFIED PROPOSED WORK PLAN.' EARLIER MEMO FROM DISTRICT AND LETTER FROM STATE STATE DRAINAGE DIFFICULTIES THAT DEVELOPED FIRST YEAR AFTER CONSTRUCTION HAVE BEEN ENTIRELY CURED BY DITCHING AND OTHER DRAINAGE OF THIS SUBBASE, AND THE SURFACE IS NOW STABLE BUT UNSATISFACTORY DUE TO ROUGHNESS. OUR PLANS WILL PROVIDE FOR SMOOTHING COURSE OF ASPHALTIC CONCRETE HAVING AN AVERAGE THICKNESS OF ONE AND ONE HALF INCHES VARYING FROM ONE HALF INCH TO POSSIBLE MAXIMUM OF TWO TO TWO AND ONE HALF INCHES.' CONCUR WITH DISTRICT ENGINEER THAT FURTHER CORRECTION UNNECESSARY AND AM AUTHORIZING HIM TO PERMIT ADVERTISING AS OF THIS DATE. IF THIS NOT SATISFACTORY WIRE AND WE WILL TELL STATE TO PULL THE ADVERTISEMENT IF FEDERAL AID ESSENTIAL TO AWARD."

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

NOTED
W. C. WILLIAMS

RECEIVED
FOR FILING

OREGON DISTRICT

7-181(20)
7-[illegible](15)
#3620

7-181(20)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

405 STATE HIGHWAY BLDG.
SALEM, OREGON

December 6, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project F-181(20), Quartz Creek-North Plains Section of the Sunset Highway have today been recommended for approval subject to such changes as may be required by our Division Office.

This is to authorize your advertising for bids.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
FOR FILING

ORECON DISTRICT
7-151 ([illegible])
7-[illegible] ([illegible])
#[illegible]

71566

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

December 6, 1951

12-10-51

NOTED
W. O. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project F-186(15), Quartz Creek-North Plains Section of the Sunset Highway have today been recommended for approval subject to such changes as may be required by our Division Office.

You are authorized to advertise for bids with the understanding that the project will be withdrawn for Federal Aid unless approval action, relative to character of work proposed on the eastern most seven miles, is received from our Washington Office.

Very truly yours,

C G Polk

C. G. POLK
District Engineer

RECEIVED
FOR FILING

November 30, 1951

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to Item 121, Project F-186 (15), a portion of which project provides for placing of asphaltic concrete pavement from Davies to North Plains, which involves former Project F-186 (11). Relative to Mr. Hilts' inquiry as to adequacy of subgrade and subbase, you are advised that the present base and subgrade are entirely adequate, but the three-inch bituminous macadam surfacing constructed in 1947 is considerably distorted, which results in an uneven riding surface.

During the first winter after the bituminous macadam was constructed in 1947, some difficulty was encountered in drainage, particularly in cut sections. This condition has been entirely cured by ditching and other drainage of the subbase, and the surface is now stable but, as mentioned above, unsatisfactory due to roughness. Our plans on this section will provide for only a smoothing course of asphaltic concrete having an average thickness of one and one-half inches, but which, of course, due to the unevenness, will vary in thickness from one-half inch to a possible maximum of two to two and one-half inches.

In order to bring this section up to a standard comparable with the adjoining sections, we deem this necessary.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

cc Mr. S. H. Probert
Mr. A. G. Skelton

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

November 27, 1951

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The eighth supplemental program of projects to be financed with Federal-aid Primary Funds is approved effective November 21, 1951 with the exception that conditional approval attaches to Item 121, Project F-186(15) in that possible corrective features regarding stabilization of the existing subgrade along the previous project F-186(11) section be cleared with our Washington, D. C. office prior to authorization of this project.

The following is quoted from Mr. Hilts' November 21, 1951 memorandum of approval:

> "At the time this supplemental program was submitted, the State's balance of unprogrammed primary funds was not sufficient to cover the entire submission. Consequently, in line with your recommendation, no action was taken with respect to this program at that time. The issuance of the certificate of apportionment of 1953 fiscal year funds on November 14, 1951 permits program action to be taken at this time on the entire supplemental program.
>
> This supplemental program contains 8 construction projects, (Items 119 to 126 inclusive) covering improvements on 67.0 miles of roadway and bridges, at a total estimated cost of $2,785,000 with Federal-aid primary funds requested in the amount of $1,725,000.
>
> After approval of this submission the records of this office show the State's unprogrammed balance of Federal-aid primary funds to be $2,229,972.99.
>
> With reference to Item 121, Project F-186(15), we note a portion of the roadway covered by this project, from a point near Davies' overcrossing to North Plains was previously

improved as Project F-186(11). Our records indicate that Project F-186(11) provided a 3 inch bituminous macadam wearing surface on a 13 inch compacted stone base and was completed in October 1947. There is no indication that any sub-base or subgrade treatment was provided on Project F-186(11). Apparently this pavement has failed during the past year as the maintenance report, dated November 14, 1950, does not indicate any unusual maintenance features or breakdown of the wearing surface. A base and surface of this design, having a combined thickness of 16", should be adequate for maximum legal loads if placed on a stable subgrade. The supporting information covering Item 121 indicates that it is proposed to strengthen the existing pavement by paving with bituminous concrete 24 feet in width. In view of the comparatively recent completion date of Project F-186 (11) and its apparent unsatisfactory service record, it would appear to be unwise to attempt to strengthen the present surface with a bituminous concrete pavement without first correcting the cause of the failure of the previously constructed surface course. There is a possibility that the present subgrade caused or contributed to this failure through lack of adequate drainage. Whatever the cause of the failure may be, it should be thoroughly investigated and provisions made to correct this situation, prior to or in conjunction with the improvement of Project F-186(15). This project is therefore approved with that understanding, and with the further understanding that this office is to be advised, prior to authorization of the project, as to the corrective measures that will be taken to stabilize the existing subgrade and surface before the proposed resurfacing work is done."

Please provide us with ~~the~~ a discussion regarding the proposed placement of bituminous concrete along the 7.48 mile length of project F-186(11) in order to strengthen the existing surface, also possible need relative stabilization of the existing subgrade so that we may clarify Mr. Hilts' inquiry.

Very truly yours,

C G Polk

C. G. POLK
District Engineer

3-8307 Sandy-One Mile Bridge Rock Production on Mt. Hood Hwy., 3 miles east of Sandy. 152

#3621

RECEIVED
FOR FILING

3-8207

(CONTRACT NO.) 3621

OREGON STATE HIGHWAY DEPARTMENT
(date)
Aug. 20, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3621	4-final	Vernie Jarl	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
15052	R-47321	$ 1,083.58	Aug. 19, 1952

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: July 31, 1952

Time Extensions: None

Completion Date: June 28, 1952

Date Accepted: Aug. 18, 1952

Penalties: None of record

Claims: None of record

Remarks:

Date: 8-22-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: AUG [illegible]

RECEIVED
AUG 19 1952
FOR FILING

August 5, 1952

General Casualty Company of America
Dooly & Company, Agents
Board of Trade Building
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3621 for rock production on the Sandy-One Mile Bridge Section of the Mt. Hood Highway in Clackamas County was completed by the contractor, Vernie Jarl, on June 28, 1952, but has not as yet been accepted by the Commission.

Final payment in the amount of $1,083.58 will be released to the contractor after acceptance by the Commission. The total contract amount is $41,806.48 and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

The notice is sent to you as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington

Attn: Surety Department

NOTED ON CARD

RECEIVED
FOR FILING

July 16, 1952

General Casualty Company of America
Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Vernie Jarl on contract No. 3621, for rock production on the Sandy-One Mile Bridge Section of the Mt. Hood Highway in Clackamas County.

This payment, in the amount of $4,604.35, will be released to the contractor on or after July 26, 1952. The retained percentage is $1,259.47.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Washington
Attn.: Surety Dept.

NOTED ON CARD

7-16-52, gl

Form E-1—10M—4-51

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 7, 1952

Section Sandy - One Mile Bridge	Kind of work Rock Production
Highway Mt. Hood	Section prefix 3 - 8307
Contractor Vernie Jarl	Contract number 3621
Date of contract Jan 31, 1952	Date of completion , 19
Date work started March 5, 1952	Estimated date of completion July 31, 1952
Amount of contract . . . . $ 40,745.00	Per cent of time elapsed 70 %

Estimated cost of completed project, exclusive of engineering . . . . $ 43,101.03

Per cent of contract completed, based on total contract price . . . . 99 %

Engineering cost to date $ 1860, 56 % Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor has completed crushing rock, but is delaying the shaping of stock piles due to shortage of help.

The greater part of his crew is working on other projects

He states that he will have the stock piles completed next week

RECEI
JUN 10 195
OFFICE OF
CONSTRUCTION ENGI

NOTED
H.C. SMITH

Signed Tom Opdal

Address P.O. Box 4699 Sellwood Sta. Portland

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

2

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			18.18		
Miles partially completed					
Miles completed					
Total estimated quantities Crushed Rock			12,500		
Estimated quantities moved or placed to date			12,500		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day			1		
Hours per shift			9		
Average force on project for week			7		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants 1

Compressors ...., Bulldozers 1, Sheep-foot rollers .... Trucks 3, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	Cloudy		
Wednesday	Fair		
Thursday	"		
Friday	Cloudy		
Saturday			

RECEIVED
FOR FILING

February 20, 1952

Mr. Vernie Jarl
Box 254
Gresham, Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 3621, which was awarded to you on January 31, 1952 by the State Highway Commission, for rock production on the Sandy-One Mile Bridge Section of the Mt. Hood Highway in Clackamas County. This copy is for your records and files.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded

RECEIVED
1952
FOR FILING

February 4, 1952

Mr. Vernie Jarl
Gresham, Oregon

Dear Mr. Jarl:

The State Highway Commission on January 31, 1952, awarded you Contract No. 3621 for the Sandy-One Mile Bridge Rock Production Project on the Mt. Hood Highway in Clackamas County. This award was based on your low bid of $40,745.00 submitted on that date.

I am enclosing a copy of the proposal form, which contains specifications, and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:mhs
1 Encl.

cc: H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

8-8304 Hunter Creek-Lone Ranch Cr. 1952
Rock Production on Ore. Coast Hwy.,
0.6 Mile South of Gold Beach.
#3622

RECEIVED
FOR FILING

April 15, 1953

E. C. Swaggart Co.
1581 N. 14th Street
Coos Bay, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on April 8, 1953, had under discussion your request for an extension of time of seven days, from October 31 to November 6, 1952, within which to complete your contract No. 3622 for rock production on the Hunter Creek-Lone Ranch Creek on the Oregon Coast Highway in Curry County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

cc: Tom Edwards, Division Engineer

Fred K. Klaboe,
Resident Engineer

H. G. Smith,
Construction Engineer

NOTED ON CARD

OREGON STATE HIGHWAY DEPARTMENT
(date)

(CONTRACT NO.) 3622
(EST. NO.) 4-final
(CONTRACTOR) E. C. SWAGGART
(VOUCHER NO.) 5213
(WARRANT NO.) R-62863
(AMOUNT) $ 1,247.43
(DATE) 3/26/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1952

Time Extensions: Extended to ~~Oct. 30,~~ Nov. 6, 1952 without penalty

Completion Date: Nov. 6, 1952

Date Accepted: April 8, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 4-10-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary
By Lloyd Query
Acting Secretary

Warrant Mailed: a.a. Wicklander

RECEIVED
[illegible] 1953
FOR FILING

7- [illegible]

March 13, 1953

United Pacific Insurance Co.
Fidelity & Surety Department
Seattle 14
Washington

Gentlemen:

State Highway Contract No. 3622 for rock production on the Hunter Creek-Lone Ranch Creek Section of the Oregon Coast Highway in Curry County was completed by the contractor, E. C. Swaggart Co., on November 6, 1952 but has not as yet been accepted by the Commission.

Final payment in the amount of $1,247.43 will be released to the contractor after acceptance by the Commission. The total contract amount is $41,580.86 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mansfield & Co.
302 Lewis Bldg.
Portland 4, Oregon

Portland Branch Office

NOTED ON CARD
3-18-53

March 9, 1953

FINAL COST ANALYSIS

Hunter Creek-Lone Ranch Creek
Contract #3622

Oregon Coast Highway
Prefix No. 8-8304-201 (44)

E. C. Swaggart - Contractor
Fred Klaboe - Resident Engineer

Item	Quantity		Unit Cost	Unit Bid	Total Cost	Gross Revenue
3/4"-1/2" Cr. Gravel in S. P.	5,200.46	Cu. Yds.	$2.19	$2.44	$11,366.13	$12,689.12
½"-¼" Cr. Gravel in S.P.	5,407.07	" "	2.19	2.44	11,817.70	13,193.25
¼"-#10 " " " "	2,602.79	" "	2.19	2.44	5,688.68	6,350.81
Hauling Crushed Gravel to S. P.	66,769.13	Yd. Mi.	0.17	0.14	13,362.53	9,347.68
					$40,235.04	$41,580.86

Gross Revenue	$41,580.86
Total Cost	40,235.04
Net Profit	$ 1,345.82

Net Profit Equals 3.2% of Gross Revenue

Hunter Creek-Lone Ranch Creek
Contract #3622

Detail of Cost

Labor:		
Supervision	$ 1,100.00	
Labor	8,941.50	
Payroll Taxes & Insurance	780.04	
		10,821.54
Equipment Rentals & Misc. Expense:		
Equipment Rental (Owned)	7,940.00	
Hired Trucks, Fully operated	11,139.74	
Gas, Oil & Grease	2,069.29	
Freight & Move In	6,736.62	
Small Tools	447.60	
Bond	243.24	
P. U. C. Fees	90.18	
Home Office & Misc.	747.43	
		29,413.50
Total Cost		$40,235.04

Hunter Creek-Lone Ranch Creek
Contract #3622

Breakdown of Crushing Costs

Item	Quantity	Unit	Total Cost	Unit Cost
Move In & Set Up	13,210.32	Cu. Yds.	$ 6,832.59	$0.52
Load & Haul to Crusher	13,210.32	" "	9,208.89	0.70
Crushing	13,210.32	" "	9,080.96	0.68
Waste Disposal	13,210.32	" "	1,930.90	0.15
Stockpiling	13,210.32	" "	1,819.17	0.14
Cost of Crushing Material & Shaping Stockpiles				2.19
Haul to Stockpile	66,769.13	Yd.Miles	11,362.53	0.17

Total Crushing Time - 200 hours

Average Crush per Hour = 13,210.32 ÷ 200 = 66.05 Cu. Yds.

Hunter Creek-Long Ranch Creek
Contract #3622

Remarks:

This was a "State Contract" calling for the crushing and stockpiling of approximately 15,000 cubic yards of gravel for future use by State Forces in connection with maintenance operations on the Oregon Coast Highway, in Curry County.

The contract for this project was bid and awarded to L. C. Swaggart Company on January 31, 1952. The contractor began moving in and setting up on September 3, 1952, the crushing started on September [illegible], 1952, and the project was completed on November 7, 1952.

The contractor had the following equipment of his own on the project: one - 3/4 cubic yard Bucyrus Erie Dragline, one - 3/4 cubic yard Bucyrus Erie shovel, five - 5 cubic yard dump trucks, one - TD 18 dozer, one HD 7 dozer and a complete two unit crushing plant, consisting of the following: a 4'x8' feeder, a 3' cone crusher, a 3'x10' - 2 deck screen, a 4'x10' - 3 deck screen, a 3" water pump, a 42"x24" roll crusher, two Murphy diesel motors, an electric generator, two 60' conveyors, one 30' conveyor, two - 10 horse power electric motors, three - 25 horse power motors, a two bin wooden bunker and other equipment necessary to the crushing operation.

The contractor used one - 3/4 cubic yard Dragline to remove the gravel from the river and pile ahead of a 3/4 cubic yard shovel which loaded the material into four - 5 cubic yard dump trucks which fed the crush plant. The large amount of equipment necessary to keep a continuous feed to the plant was caused by the distance hauled and the high percent of undersize waste material. The waste material was disposed of by hauling to a pile with a 5 cubic yard dump truck and spreading with a HD 7 dozer.

The haul to the various stockpiles was done with a variable number of fully operated hired trucks.

The stockpile was shaped with a TD 18 bulldozer and operator and one labor.

The contractor had good equipment, supervised the project himself and obtained fair production. His profit was small because the plant set up necessitated an excessive amount of equipment to keep a continuous flow of material in the crusher, as the haul to the crusher was approximately 1,[illegible] feet and the material would contain about [illegible]% of undersize waste. He had to pay the truck owners $0.17 per yard mile which was $0.05 more than his bid price to get the crushed material hauled to the various stockpiles, as there was plenty of truck work in more desirable locations and having better haul roads.

L. [illegible]
Cost Analyst

[illegible]

RECEIVED
1953
FOR FILING

[illegible]

[illegible]

February 27, 1953

Request for extension of time
No. 2
April 8 and 9 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from E. C. Swaggart Company for an extension of time on Contract No. 3622, Hunter Creek-Lone Ranch Creek Rock Production on the Oregon Coast Highway, from October 31, 1952 to November 6, 1952.

Several days before the contract was scheduled for completion the contractor had a failure of the bearings in his roll-type crusher which necessitated transporting the crusher to Portland, and return, for repairs. This breakdown resulted in the six-day overrun on the contract.

The Department suffered no inconvenience because of the overrun, and I, therefore, recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

HGS fp

RECEIVED
FOR FILING

5-1-61

3622

December 12, 1952

United Pacific Insurance Company
Fidelity & Surety Department
Seattle 14, Washington

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to E. C. Swaggart on contract No. 3622 covering Rock Production on the Hunter Creek-Lone Ranch Creek Section on Oregon Coast Highway in Curry County. This payment, in the amount of $3,024.87 will be released to the contractor on or after December 22, 1952. The retained percentage is $1,247.43.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]

cc - United Pacific Insurance Company
Mansfield & Co.
302 Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD
12-12-52

Form E-1

OREGON STATE HIGHWAY DEPARTMENT

3-231-1

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Nov [illegible], 19[illegible]

Section Euchre Creek - Brookings

Kind of work Aerial [illegible]

Highway Oregon Coast

Section prefix 8-1440

Contractor E. C. Swaggart

Contract number [illegible]

Date of contract July 10, 1952

Date of completion [illegible] 31, 1952

Date work started July 2[illegible], 1952

Estimated date of completion December 31, 1952

Amount of contract . . . . $12,[illegible]

Per cent of time elapsed 79 %

Estimated cost of completed project, exclusive of engineering . . . . $12,[illegible]

Per cent of contract completed, based on total contract price . . . . [illegible] %

Engineering cost to date $2[illegible].75, 77.[illegible] %

Date project was completed ---, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

[illegible] profiles over selected portions of the

[illegible] received [illegible].

[illegible] Creek.

[illegible].

RECEIVED
NOV 24 1952
OFFICE OF
CONSTRUCTION ENGINEER

Signed Fred B. Klaboe

Address Gold Beach, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	[illegible] PAVING [illegible]
Miles in project					[illegible]
Miles partially completed					[illegible]
Miles completed					[illegible] " "
Total estimated quantities					[illegible]
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	[illegible]		
Tuesday	"		
Wednesday	[illegible]		
Thursday	"		
Friday	"		
Saturday			

STATE PRINTING

Form E-1

OREGON STATE HIGHWAY DEPARTMENT

[illegible]

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending [illegible], 19[illegible]

Section Hunter Creek - Lone Ranch Creek

Kind of work Rock [illegible]

Highway Oregon Coast

Section prefix [illegible]

Contractor [illegible]

Contract number [illegible]

Date of contract January 31, 19[illegible]

Date of completion October [illegible], 1952

Date work started [illegible], 19[illegible]

Estimated date of completion [illegible], 19[illegible]

Amount of contract $[illegible]

Per cent of time elapsed --- %

Estimated cost of completed project, exclusive of engineering $[illegible]

Per cent of contract completed, based on total contract price 10[illegible] %

Engineering cost to date $[illegible], 7.[illegible]%

Date project was completed [illegible], 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

[illegible] not yet moved [illegible] equipment.

[illegible] in [illegible]

[illegible]

RECEIVED
[illegible]
OFFICE OF
CONSTRUCTION ENGINEER

Signed Fred Klobe

Address [illegible]

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Stockpiles Miles in project			[illegible]		
Stockpiles Miles partially completed			[illegible]		
Stockpil Miles completed			[illegible]		
Total estimated quantities			[illegible]		
Estimated quantities moved or placed to date			" "		
Average daily quantities			---		
Average daily quantities necessary to complete project on time			---		
Number shifts per day			[illegible]		
Hours per shift			---		
Average force on project for week			1		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	[illegible]		
Tuesday	"		
Wednesday	"		
Thursday	[illegible]		
Friday	"		
Saturday			

STATE PRINTING

RECEIVED
7 1952
FOR

November 6, 1952

[illegible] Swaggart Co.
1581 N. 14th St.
Coos Bay, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on October 20, 1952, had under discussion your request for an extension of time of 30 days, from September 30 to October 30, 1952, within which to complete your contract No. 3622 for rock production on the Hunter Creek-Lone Ranch Creek Section of the Oregon Coast Highway in Curry County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tom Edwards,
Division Engineer

Fred K. Klaboe,
Resident Engineer

H. G. Smith,
Construction Engineer

RECEIVED
FOR FILING

3622

October 14, 1952

Request for extension of time
No. 10
October 20 and 21 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from E. C. Swaggart and Company for an extension of time on Contract No. 3622, Hunter Creek-Lone Ranch Creek Rock Production Project on the Oregon Coast Highway, from September 30, 1952 to October 30, 1952.

The contractor had tentatively scheduled his plant to start operations on the job on August 1, which would have given him ample time to complete the contract within the specified limits. However, while operating on a private contract immediately prior to the anticipated starting date, a blast in his quarry extensively damaged his crushing plant and he was unable to secure repair parts in time to start as anticipated.

No engineering costs have incurred during the delay, and no inconvenience to the State has occurred becuase of the overrun. I therefore recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

HGS lg

RECEIVED
FOR FILING

April 14, 1952

E. C. Swaggart Co.
1581 North 14th St.
Coos Bay, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3622, which was awarded to you on January 31, 1952 by the State Highway Commission, for rock production on the Oregon Coast Highway in Curry County.

We are also mailing an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded 4/14

RECEIVED

FOR FILING

February 4, 1952

E. C. Swaggart Company
2592 Friendly Street
Eugene, Oregon

Gentlemen:

The State Highway Commission on January 31, 1952, awarded you Contract No. 3622 for the Hunter Creek-Lone Ranch Creek Rock Production Project on the Oregon Coast Highway in Curry County. This award was based on your low bid of $40,540.00 submitted on that date.

I am enclosing a copy of the proposal form, which contains specifications, and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhs
Encl.

cc: H. G. Smith
S. H. Porbert
W. M. Franzwa, SIAC

S-14(9) Lone Rock Bridge-Rock Cr. Sec. 1952
of the North Umpqua Co. Road, about
#3623 2 miles northeast of Glide.

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
Jan. 14, 1954

(CONTRACT NO.) [illegible](9)	(EST. NO.)	(CONTRACTOR)
3623	19-final	FUNDERBURK CONSTRUCTION CO.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
161	R-84629	$ 9,902.62	1/13/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Sept. 30, 1952

Time Extensions: to June 30, 1953, to Aug. 6, 1953

Completion Date: Aug. 6, 1953

Date Accepted: Dec. 10, 1953

Penalties: None

Claims: None

Remarks:

Date: 1-14-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: 1-14-54
aaw

NOTED ON CARD

RECEIVED
DEC 31 1953
FOR FILING

December 31, 1953

U. S. Fidelity & Guaranty Co.
W. Talbot Sinclair, Manager
201 Portland Trust Bldg.
Portland, Oregon

Dear Sir:

State Highway Contract No. 3623 for work performed on the Lone Rock Bridge-Rock Creek Section of the North Umpqua County Road in Douglas County was completed by the contractor, Funderburk Construction Co., on August 6 and was formally accepted by the Highway Commission on December 10, 1953.

Final payment in the amount of $9,902.62 will be released to the contractor on or after January 11, 1954. The total contract amount is $328,976.58, of which amount $4,537.43 represents force account items.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

RECEIVED
DEC 30 1953
FOR FILING

December 29, 1953

Funderburk Construction Co.
Route 1, Box 295
Sutherlin, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on December 10, had under discussion your request for an extension of time from June 30 to August 6, 1953 within which to complete your contract No. 3623, covering the Lone Rock Bridge-Rock Creek Section of the North Umpqua County Road in Douglas County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tom Edwards,
Division Engineer

Clay Cornett,
Resident Engineer

H. G. Smith,
Construction Engineer

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	☐
DAY LETTER	☐
NIGHT LETTER	☐

$
S
E

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	☐
LETTER TELEGRAM	☐
SHIP RADIOGRAM	☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
December 28, 1953
1:45 p.m.

Funderburk Construction Company

Oakland, Oregon

Voucher for final payment mailed to you today for signature. Payment before first very doubtful.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED
J. W. CATTRALL

Salem, Oregon
November 20, 1953

NOTED
Harold C. Ayers

Mr. Tom Edwards, Division Engineer
Oregon State Highway Department
Roseburg, Oregon

NOTED
J. F. HAGEMANN

Douglas County was notified by letter dated September 1, 1953 that the Lone Rock-Rock Creek Section was turned back to them as of the date of completion, August 6, 1953. A copy of the letter is attached for your files. A copy of this notification normally is prepared for your files; however, there seems to have been a slip-up.

An abandonment resolution covering the Reedsport-Winchester Bay Section is now being prepared by the Legal Division. We hope to have this matter before the Highway Commission at its December meeting.

John W. Cattrall
Engineer, County and City Relations

JWC:MM
Att.

Hw 253
[illegible]

FORM E-30 25M 9-51 52316

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
November 13, 1953

SUBJECT:

To:
J. W. Cattrall
County & City Relations Engineer

Dear Sir

Please advise if steps have been taken to return the Lone Rock-Rock Creek Section of the North Umpqua County Road to Douglas County and also have steps been taken to return the Section of the Oregon Coast Highway immediately South of Reedsport to Douglas County.

Very truly yours

for Tom Edwards
Division Engineer

TE:ri

RECEIVED
NOV 16 1953
ENGINEER
COUNTY & CITY RELATIONS

FORM E-30 25M 9-51 82319

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
November 13, 1953

SUBJECT:

To:

J. W. Cattrall
County & City Relations Engineer

Dear Sir

Please advise if steps have been taken to return the Lone Rock-Rock Creek Section of the North Umpqua County Road to Douglas County and also have steps been taken to return the Section of the Oregon Coast Highway immediately South of Reedsport to Douglas County.

Very truly yours

C T Keasey

for Tom Edwards
Division Engineer

TE:ri

RECEIVED
NOV 16 1953
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
NOV 19 1953
FOR FILING

November 17, 1953

Oregon State Highway Commission

Request for extension of time
No. 11
December 10 and 11 Meeting

Gentlemen:

Herewith is a request from Funderburk Construction Company for an extension of time on the Lone Rock Bridge-Rock Creek Section of the North Umpqua County Road, Contract No. [illegible], from June 30, 1953 to August 6, 1953.

All work on this project was completed on time, with the exception of the removal of some slide material. The engineer requested that the removal of this material be delayed until such time as it was dried and could be handled without danger of increasing the slide.

Since the overrun was at the request of the engineer, I recommend that the extension be granted without penalty. Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Yours very truly,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

EAP:js fp

FOR FILING

November 5th, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Lone Rock Bridge-Rock Creek Contract #3623, Oregon S-14(9), from June 30th, 1953, to August 6th, 1953, to the Funderburk Construction Company, contractors.

All work on this project was completed on time with the exception of some slide removal, and this work was held up at the request of the engineer until the slide had dried out to an extent where it could be handled without excessive work. The delay in removing the slide resulted in a considerable saving in the amount of material to be moved and created less traffic holdup during the work.

Since the overrun was at the request of the engineer, I would recommend the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

R

cc to: H. G. Smith

RECEIVED
SEP 21 1953
FOR FILING

September 18, 1953

United States Fidelity & Guaranty Co.
W. Talbot Sinclair, Manager
201 Portland Trust Bldg.
Portland, Oregon

Dear Sir:

The State Highway Commission is prepared to release semi-final payment to Funderburk Construction Co. in connection with work performed on Contract No. 3623, covering the Lone Rock Bridge-Rock Creek Section of the North Umpqua County Road in Douglas County.

This payment, in the amount of $1,252.64, will be released to the contractor on or after September 28, 1953. The retained percentage is $9,868,27.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

RECEIVED
FOR FILING

[illegible]

3623

August 13, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 6, 1953 on Contract No. 3623, Lone Rock Bridge-Rock Creek Section of the North Umpqua County Road in Douglas County, in connection with Federal Aid Project No. S-14 (9).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

cc: John Cattrall

FORM E-20 25M 9-51 82318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
Harold C. Ayers

Roseburg, Oregon
July 10, 1953

J. W. CATTRALL

SUBJECT:

J. W. CATTRALL

To:

John W. Cattrall
County & City Relations Engineer

J. P. [illegible]

Dear Sir:

The Lone Rock Bridge-Rock Creek Section of the North Umpqua County Road in Douglas County is now ready for final inspection.

Will you please make arrangements to accompany Mr. Edwards on this final inspection at your pleasure.

Very truly yours,

Tom Edwards
Division Engineer

by

C. T. Keasey

C. T. Keasey
Office Engineer

CTK:db

RECEIVED
1953

NO[illegible]
Harold C. [illegible]

Salem, Oregon
June 12, 1953

Mr. R. L. Porter
Right of Way Engineer

NOTED
J. W. CATTRALL

NOTED
J. F. HAGEMANN

Attached is a photostatic copy of a deed to Douglas County. This covers the right of way described in your R/W File No. 20217.

I have been informed by the county that they are having difficulties with the DeBernardi acquisition, R/W File 20021, and that it is in condemnation along with other parcels of DeBernardi property.

John W. Cattrall
Engineer, County and City Relations

JWC:MM
Att.

L. V. BECKLEY, COUNTY COMMISSIONER
CARL C. HILL, COUNTY JUDGE
E. R METZGER, COUNTY COMMISSIONER

CHARLES DOERNER, CLERK AND RECORDER
NED DIXON, ASSESSOR
OLIVER L. JOHNSON, TREASURER
BEN B. IRVING, SURVEYOR
F. C. FREAR, BRIDGE ENGINEER
WALLY HECTOR, ROAD ENGINEER

ROBERT M. STULTS, DISTRICT ATTORNEY
KENNETH BARNEBURG, SCHOOL SUPT
C. H. BAIRD, SR., SHERIFF
AGNES M. PITCHFORD, PROB. OFFICER
E. J. WAINSCOTT, HEALTH OFFICER
L. L. POWERS, CORONER

DOUGLAS COUNTY
ROSEBURG, OREGON

June 9, 1953

Mr. John Cattrall
Engineer, County and City Relations
OREGON STATE HIGHWAY DEPARTMENT
Salem, Oregon

Dear John:

In reply to your letter of May 25th regarding right-of-way on the North Umpqua Road, please find enclosed a photostat copy of deed to Douglas County from Joe E. Sendelbach.

The County has had trouble with DeBernardi on right-of-way and it is my understanding that this piece of right-of-way referred to in your letter is in condemnation along with other parcels of DeBernardi property.

Very truly yours,

Wally M. Hector

Wally M. Hector
County Engineer

WMH:cc

RECEIVED
53

FORM E-30 25M 9-51 52319

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 9, 1953

NOTED
Harold C. Ayers

SUBJECT: File No. 18975
Little River-Rock Creek Section
North Umpqua County Road
Douglas County

To: Mr. H. G. Smith
Construction Engineer
Salem

Attention: Mr. E. A. Pease

NOTED
J. F. HAGEMANN

Dear Sir:

Last year we were furnished a description of the Little River-Rock Creek Section on the North Umpqua Highway for the County to acquire options on all private lands. Due to the ruling of the United States Government, the State must acquire right of way under Section 17 of the Federal Aid Act.

We tried to acquire that portion of the West half of the Southeast quarter of Section 9, Township 26 South, Range 3 West, W. M., Douglas County, lying between the existing North Umpqua Highway and the North Umpqua River, containing 3.53 acres, from the United States Government. However, in their Decision of March 10, they claimed the land was patented to Harry Wood, Volume 93, Page 347, Douglas County Deed Records. His patent excepts all that part of the land, containing approximately 10 acres, lying inside the boundary lines located 100 feet from the ordinary high-water line of the North Umpqua River. On presentation of the option and description to Douglas County by Mr. Cattrall, the County claims the Government owns the property.

This office will have to prove to the County or the Government that this land is private or Federal. To do this, we would like a map showing the amount of right of way within 100 feet of the high-water line as of April 29, 1931, which is the date of the Government patent reservation to Harry Wood.

Also, as this is a County road which has already been constructed, we could forget the whole transaction, unless someone complains. However, we are still going back on this project, fixing up slide areas.

Yours very truly,

R. L. PORTER
Right of Way Engineer

By

EARL F. SALING
Right of Way Office Mgr.

EFS:wo
cc: John Cattrall ✓
cc: R. L. Porter

FORM E-30 25M 9-51 82318

NOTED
J. W. CATTRALL

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 5, 1953

NOTED
Harold C. Ayers

SUBJECT:
File No. 18975
Little River-Rock Creek Sec.
North Umpqua County Road

To:
Mr. John W. Cattrall
County & City Relations Engr.
Office

Dear Mr. Cattrall:

Was an option ever secured by Douglas County on the 3.53 acres of right of way between the then existing North Umpqua Highway and the North Umpqua River in the West half of the Southeast quarter of Section 9, Township 26 South, Range 3 West, W. M., by Douglas County. We submitted the option form to you without a name on March 21, 1952.

If an option was secured, who was the owner from whom the County acquired the option?

NOTED
HAGEMANN

Very truly yours,

Earl F. Saling
EARL F. SALING
Right of Way Office Manager

EFS:ia

cc - R. L. Porter
- C. E. Rohde

No reply necessary

6-7-53

RECEIVED
8 1953

NOTED
L W CATTRALL

Douglas Co
FAS 253

Re: Mr. Cattrall's letter of March 26, 1952.

North Umpqua r/w

Our application to Federal Power Commission included W½ SE¼ Sec 9, T. 26-3 Withdrawn on request from State Hwy Dept.

Mr. Cattrall on 3-26-52 says B.P.R. had advised that above land was incorrectly included in their decision of 2-11-52 and is patented land.

Vol 93 of Deeds, page 347, gives PATENT to Harry Wood dated 4-29-31 . . "excepting and excluding all that part of the land containing approx. 10 acres, more specifically described as lying inside of boundary lines located 100 feet from ordinary high water line of No. Umpqua River.

If scale on map is 100' to the inch, the road is less than 100 feet from river, and all would be excluded from patent. Otherwise, land between 100-foot line and county road belongs to grantees of Harry Wood.

NOTED
J. F. HAGEMANN

March 26, 1952

Mr. Wally Hector
Douglas County Engineer
Roseburg, Oregon

NOTED
J. F. HAGEMANN

Dear Wally;

The Bureau of Public Roads has advised us that the west half of the southeast quarter of Section 9, Township 26 South, Range 3 West, which covers part of the Little River-Rock Creek Section of the North Umpqua Highway in Douglas County, was incorrectly included in their decision of February 11, 1952, and is patented land. We have therefore made up and enclose herewith a county option form covering this description leaving the ownership blank as we do not have that information.

It will be appreciated if you could look up this ownership and initiate such action as necessary for Douglas County to obtain this parcel of land. Please return one signed copy of the option to this office.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

JWC:MM
Encl.

FORM E-90 25M 6-51 49719

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 21, 1952

SUBJECT: Little River-Rock Creek Section
North Umpqua Highway
Douglas County

To: Mr. John W. Cattrall
County and City Relations Engineer
OFFICE

Dear Mr. Cattrall:

The Bureau of Public Roads has advised us that the West half of the Southeast quarter of Section 9, Township 26 South, Range 3 West, which covers part of the Little River-Rock Creek Section of the North Umpqua Highway in Douglas County, was incorrectly included in their decision of February 11, 1952, and is patented land. We have therefore made up and enclose herewith a county option form covering this description leaving the ownership blank as we do not have that information.

NUMBER	AREA
18975	3.53 acres

Very truly yours,

FORREST COOPER
Right of Way Engineer

By Earl F. Saling
Earl F. Saling

AE:je
Encl.

RECEIVED
MAR 24 1952
ENGINEER

NOTED
J. W. CATTRALL

[illegible]

May 25, 1953

Mr. Wally Hector
Douglas County Engineer
Courthouse
Roseburg, Oregon

NOTED
J. F. HAGEMANN

Dear Sir:

Enclosed are four copies of an option, File #20217, covering additional right of way required to take care of slides on the Lone Rock Bridge-Rock Creek Section of the N. Umpqua County Road. Please return one copy of the signed option or deed, whichever is obtained, to this office.. Additional right of way to be obtained from the U.S. Government is being taken care of by our Right of Way Division.

Also, it would be appreciated if you will advise us as to the status of the option, File #20021, forwarded you on March 11. This option covered property to be obtained from Golia and Hilda De Bernardi.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:MM
Encl.

[illegible]

FORM E-30 25M 9-51 52215

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 22, 1953

SUBJECT:
File No. 20217
Lone Rock Bridge-Rock Creek Section
North Umpqua County Road

To:
John W. Cattrall
County & City Relations Engr.
OFFICE

Dear Mr. Cattrall:

Herewith is an option form, in quadruplicate, for property to be acquired by Douglas County to take care of slides on the Lone Rock Bridge-Rock Creek Section of the North Umpqua County Road. File 20218 in the name of the U. S. Government is being taken care of by this office. Another option for DeBernardi was sent to your office on March 10, 1953, for slides also.

File No. 20217	Joe E. Sendelbach	Parcel 1	0.36 acre
		" 2	0.51 acre

Very truly yours,

Earl F. Saling
EARL F. SALING
Right of Way Office Manager

AE:ia

Encl. in quad.

cc - R. L. Porter
- Don Norlin
- G. E. Rohde
- Mr. Cattrall (in dup.)

RECEIVED
[illegible] 1953
ENGINEER
[illegible]

NOTED
J. W. CATTRALL

March 11, 1953

Mr. Wally Hector
Douglas County Engineer
Roseburg, Oregon

NOTED
Harold C. Ayers

NOTED
J. F. HAGEMANN

Dear Mr. Hector:

Attached please find Real Estate Option File No. 20021. This option covers some additional right of way required on the Lone Rock Bridge-Rock Creek Section of the North Umpqua County Road. There was a previous acquisition from the DeBernardis under File No. 16416.

It would be appreciated if one executed copy of this option were returned to this office.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JWC:MM
Att.

FORM E-30 25M 9-51 82313

NOTED
J. W. CATTRALL

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 10, 1953

SUBJECT: File No. 20021
Golia and Hilda DeBernardi
Lone Rock Bridge-Rock Creek Section
North Umpqua County Road
Douglas County

To: Mr. John W. Cattrall
County and City Relations Engineer
Salem

Dear Mr. Cattrall:

Herewith is an Option form in quintuplicate for additional right of way to be acquired by Douglas County on the Lone Rock Bridge-Rock Creek Section of the North Umpqua County Road. Previous acquisition from DeBernardi was under file No. 16416.

Yours very truly,

Earl F. Saling
EARL F. SALING
Right of Way Office Manager

AE:wo
Encl. 11 pages

cc: R. L. Porter
G. E. Rohde

RECEIVED
MAR 11 1953
ENGINEER
COUNTY [illegible] RELATIONS

RECEIVED
MAR 2 1953
FOR FILING

(7)

February 27, 1953

Oregon State Highway Commission

Gentlemen:

In the Lone Rock Bridge-Buck Creek Section of the South Umpqua Federal-aid County Road we have had a series of severe slides, which will result in a material overrun of the project authorization. The project is now approximately 72 per cent complete, the remaining work consisting mainly of additional slide removal and a short section of oil mat surfacing that could not be completed last fall by reason of the slides.

It now appears that excavation and slide-removal items alone will overrun the contract amount approximately $33,000. With additional surfacing, drainage, and extra clearing required, the total overrun will be approximately $43,000, or 14 per cent.

This matter will be on the next agenda, and it is respectfully requested that you approve an increase in project authorization on Contract No. [illegible] in the amount of $43,000.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. S. H. Probert
Mr. H. G. Smith
Mr. C. H. Maison

WCW:me fp

RECEIVED

FOR FILING

January 14, 1953

Funderburk Construction Co.
Route 1, Box 295
Sutherlin, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on January 6, 1953, had under discussion your request for an extension of time of 270 days, from September 30, 1952 to June 30, 1953, within which to complete your contract No. 3623 for grading and surfacing on the Lone Rock Bridge-Rock Creek Section of the North Umpqua County Road in Douglas County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Tom Edwards,
Division Engineer

H. E. Roadman,
Resident Engineer

H. G. Smith,
Construction Engineer

RECEIVED
DEC 29 1952
FOR FILING

S-[illegible]

December 26, 1952

U. S. Fidelity & Guaranty Co.
W. Talbot Sinclair, Manager
201 Portland Trust Bldg.
Portland, Oregon

Gentlemen:

This is to advise the State Highway Commission will release to Funderburk Construction Co. a portion of the funds heretofore retained by the Commission on contract No. 3623, for grading and surfacing on the Lone Rock Bridge-Rock Creek Section of the North Umpqua County Road in Douglas County.

This payment, in the amount of #11,038.50, reduces the retained percentage to the sum of $9,000.00 lump sum. The present payment will be released to the contractor on or after January 5, 1953.

The state is not advised of any unpaid claims for labor or materials, or of the existance of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter,

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED
H. B. GLAISYER

NOTED ON CARD

12-26-52

RECEIVED
DEC [illegible] 1952
FOR FILING

5-14(a)

December 27, 1952

Request for extension of time
No. 12
January 6, 1953 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Funderburk Construction Company for an extension of time on Contract No. [illegible], Lone Rock Bridge-Rock Creek Section of the North Umpqua County Road, from September 30, 1952 to June 30, 1953.

The contractor experienced considerable delay due to large slides occurring on this project, and also was subjected to delay because of failure of the California Oregon Power Company to remove its transmission lines from the construction area in time for the contractor to work without obstruction. The grading, rock surfacing and all but 40 stations of oiling have been completed on this project.

I recommend that the extension be granted without penalty, and Mr. C. B. Falk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

~~Attachment~~

cc Mr. H. G. Smith

HGS lg

RECEIVED

FOR FILING

December 3, 1952

Mr. H. E. Roadman
Resident Highway Engineer
Roseburg, Oregon

Dear Sir:

We are returning herewith your copy of Order for Extra Work No. 1 on Lone Rock-Rock Creek Section in Douglas County, Contract No. 3623.

The rate for chain power saw rental established with the A.G.C. is 80 cents per hour for 24" blade and 95 cents for 36" blade. The Extra Work Order contemplates using one with 18" blade. We would pay 80 cents per hour for this saw as a minimum established price for contractor's equipment. If the contractor is renting the saw from a third party at 95 cents, that price is allowable. It must be supported, however, by invoices covering the rental price.

This is called to your attention in order that bills in connection with this work order may be properly prepared and avoid delay in payment.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

cc: Tom Edwards

Encl.

DRF/sjc

RECEIVED
DEC 1 1952
FOR FILING

November 26, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Bldg.
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 3623, Lone Rock Bridge - Rock Creek Section of the North Umpqua County Road, Ore. S-14 (9), from September 30th, 1952 to June 30th, 1953, to Funderburk Construction Company, Contractor.

The contractor experienced considerable delay between Stations 1129 and 1136 due to slide conditions which continually hampered his work in that area. He also experienced delay at Idleyld due to failure of The California Oregon Power Company to remove its transmission lines from the construction area so as to be clear when the contractor wished to work. The grading, rock surfacing, and all but 40 stations of oiling have been completed on this project.

I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

EAP:sh

cc H. G. Smith

Form E-1—10M—4-51

2-14

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 24th 1952

Section Lone Rock - Rock Creek

Kind of work Grading and Oil Mat Surfacing

Highway North Umpqua County Road

Section prefix 210-1048-900

Contractor Funderburk Construction Company

Contract number 3623

Date of contract January 31st, 1952

Date of completion Sept. 30th, 1952

Date work started February 18th, 1952

Estimated date of completion June 30th, 1953

Amount of contract $267,180.00

Per cent of time elapsed 100%

Estimated cost of completed project, exclusive of engineering $267,080.00

Per cent of contract completed, based on total contract price 96%

Engineering cost to date $19,900.00 90%

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Funderburk finished removing unsuitable slide material between stations 1131+00 and 1136+00 and finished grading the road approach to the Kinear property at station 1142+00.

Rush continued placing 3"-0 Base Rock between stations 1145+00 and 1169+70. the placing of the 3"-0" Base rock will be completed the first of the week.

RECEIVED
OCT 30 1952
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
J. G. SMITH

Signed Res Engineer

Address Roseburg, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.0	4.0		4.0	
Miles partially completed		3.5		4.0	
Miles completed	4.0	3.5		3.0	
Total estimated quantities	172,000 CY	32,600CY		230 Tons	
Estimated quantities moved or placed to date	171,000CY	27,000CY		162 "	
Average daily quantities	500CY	250 CY			
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders 2, Rollers 2, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers 1, Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	Fair		
Saturday	Fog		

STATE PRINTING DEPT. 48418

Form PR 2 (Revised 1946)

State Oregon

Federal Aid Secondary Project No. S-14(9)

S-14(1)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of October, 1952, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 2nd day of November, 1951, a program, which was approved on the 15th day of January, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 16th day of January, 1952; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred eighty-two thousand and 00/100 dollars ($182,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-3

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 951+60 in the NE 1/4, Section 17, T. 26 S., R. 3 W., W.M., and survey station 1162+79.13 in the SE 1/4, Section 1, T. 26 S., R. 3 W., W.M., without exception,

, length 4.002 miles, in Douglas County, being Oregon Federal Aid / Secondary project No. S-14(9), consisting of 4.002 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of a mile in length~~.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred eighty-two thousand and 00/100 dollars ($182,000.00), which does not exceed the authorized Federal pro rata share of two hundred ninety-three thousand, eight hundred ninety-eight and 00/100 dollars ($293,898.00), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing

Chapter 529, Laws 1939.

funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

ATTEST

/s/ H. B. Glaisyer
Secretary

By /s/ Ben R. Chandler
Chairman, State Highway Commission
(Title of officer)

RECOMMENDED FOR APPROVAL:

/s/ R. H. Baldock
State Highway Engineer

By /s/ Chas. H. Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By /s/ B. H. Lynch
Division Engineer,
Public Roads Administration.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-14 (9)

LONE ROCK BRIDGE-ROCK CREEK SECTION
OF THE NORTH UMPQUA HIGHWAY IN DOUGLAS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 24, 1952

Type Code 3210
Roadway (Sta. 951+60 to 1162+79.13)

All Required		Clearing and Grubbing	$	$ 15,000.00
500	sq. ft.	Felling Danger Trees	5.00	2,500.00
680	cu. yds.	Structural Excavation, Unclassified	3.00	2,040.00
290	cu. yds.	Trench Excavation, Unclassified	3.00	870.00
52,000	cu. yds.	General Excavation, Location "A", Unclassified	0.70	36,400.00
118,000	cu. yds.	General Excavation, Location "B", Unclassified	0.70	82,600.00
420,000	yd. sta.	Short Overhaul	0.02	8,400.00
6,400	C-yd. sta.	Long Overhaul	0.50	3,200.00
4.00	miles	Finishing Roadbed and Slopes	500.00	2,000.00
2,000	lin. ft.	Rounding Cutbanks	0.20	400.00
80	lin. ft.	36-inch Corrugated Metal Pipe, Protected Invert	12.00	960.00
160	lin. ft.	60-inch Corrugated Metal Pipe, Protected Invert	35.00	5,600.00
70	lin. ft.	84-inch Corrugated Metal Pipe, Protected Invert	60.00	4,200.00
1,020	lin. ft.	12-inch Concrete Pipe	2.00	2,040.00
1,310	lin. ft.	18-inch Concrete Pipe	4.50	5,895.00
130	lin. ft.	24-inch Concrete Pipe	5.00	650.00
350	lin. ft.	Salvaging Culvert Pipe	2.00	700.00
28,600	cu. yds.	3"-0 Material in Base	2.30	65,780.00
2,400	cu. yds.	3/4"-0 Material in Base and Shoulders	2.30	5,520.00
1,500	M-gals.	Sprinkling	2.50	3,750.00
4.00	miles	Preparation of Base	200.00	800.00
1,600	cu. yds.	Furnishing and Placing Aggregates	4.25	6,800.00
80	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	47.50	3,800.00
90	tons	Furnishing and Placing 150-200 Asphalt	47.50	4,275.00
60	tons	Furnishing and Placing RS-1 Emulsified Asphalt in Seal Coat	50.00	3,000.00
		Subtotal		$267,180.00
		10% Engr. & Cont.		26,718.00
		Total		$293,898.00

Length of Roadway	4.002 miles
Cost per mile, Roadway	$73,437.78

Federal Funds	$182,000.00
State Funds	111,898.00
	$293,898.00

State Funds for Construction: Chapter 175, laws 1917: Chapter 31, laws 1920: Chapter 529, laws 1939.

State Funds for Maintenance: Chapter 529, laws 1939.

5623

Oregon State Highway Department

Federal Aid Secondary
Project No. S-14 (9)

[illegible] SECTION

OF THE NORTH UMPQUA HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 15, 1951

Type Code 3210
Roadway (Sta. 951+60 to 1162+79.13)

All required		Clearing and Grubbing		$ 15,000.00
500	sq. ft.	Felling Danger Trees	$ 2.50	1,250.00
680	cu. yds.	Structural Excavation, Unclassified	4.50	3,060.00
290	cu. yds.	Trench Excavation, Unclassified	3.00	870.00
52,000	cu. yds.	General Excavation, Location "A", Unclassified	0.35	18,200.00
118,000	cu. yds.	General Excavation, Location "B", Unclassified	1.00	118,000.00
420,000	yd. stas.	Short Overhaul	0.015	6,300.00
6,400	M-yd. stas.	Long Overhaul	0.50	3,200.00
4.00	miles	Finishing Roadbed and Slopes	750.00	3,000.00
2,000	lin. ft.	Rounding Cutbanks	0.20	400.00
80	lin. ft.	36" Corr. Metal Pipe, Protected Invert	12.00	960.00
160	lin. ft.	60" Corr. Metal Pipe, Protected Invert	26.00	4,160.00
70	lin. ft.	84" Corr. Metal Pipe, Protected Invert	45.00	3,150.00
1,020	lin. ft.	12" Concrete Pipe	2.50	2,550.00
1,310	lin. ft.	18" Concrete Pipe	3.50	4,585.00
130	lin. ft.	24" Concrete Pipe	5.00	650.00
350	lin. ft.	Salvaging Culvert Pipe	2.00	700.00
28,600	cu. yds.	3" - 0 Material in Base	2.50	71,500.00
2,400	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.75	6,600.00
1,500	M-gal.	Sprinkling	3.00	4,500.00
4.00	miles	Preparation of Base	200.00	800.00
1,600	cu. yds.	Furnishing and Placing Aggregates	3.75	6,000.00
80	tons	Furnishing and Placing MC-3 Asphalt in Binder Course	45.00	3,600.00
90	tons	Furnishing and Placing 150-200 Asphalt	42.00	3,780.00
60	tons	Furnishing and Placing RS-1 Emulsified Asphalt in Seal Coat	47.00	2,820.00
			Subtotal	$285,635.00
			10% Engr. & Cont.	28,563.50
			Total	$314,198.50

Length of Roadway 4.002 miles
Cost per mile, Roadway $78,510.36

Federal Funds-	$195,000.00
State Funds-	119,198.50
	$314,198.50

NOTED
J. W. CATTRALL

Salem, Oregon
August 8, 1952

NOTED
Harold C. Ayers

Mr. Forrest Cooper
Right of Way Engineer

Herewith a copy of a letter from Douglas County with copies of right of way records on the Little River-Rock Creek section of the North Umpqua County Road in Douglas County.

John W. Cattrall
Engineer, County and City Relations

By

Robert H. Prange
Office Engineer

RHP:MM
Att.

NOTED
J. F. HAGEMANN

August 8, 1952

Mr. L. V. Beckley
Douglas County Commissioner
Roseburg, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of August 7 with attached right of way records covering the Little River-Rock Creek section of the North Umpqua County Road in Douglas County.

Thank you very much for these documents.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

RHP:[illegible]

BECKLEY, COUNTY COMMISSIONER
CARL C. HILL, COUNTY JUDGE
E. R. METZGER, COUNTY COMMISSIONER

ROY AGEE, CLERK & RECORDER
NED DIXON, ASSESSOR
OLIVER L. JOHNSON, TREASURER
BEN B. IRVING, SURVEYOR
F. C. FREAR, BRIDGE ENGINEER
WALLY HECTOR, ROAD ENGINEER

ROBERT G. DAVIS, DISTRICT ATTORNEY
KENNETH BARNEBURG, SCHOOL SUPT.
O. T. CARTER, SHERIFF
AGNES M. PITCHFORD, PROB. OFFICER
E. J. WAINSCOTT, HEALTH OFFICER
H. C. STEARNS, CORONER

DOUGLAS COUNTY
ROSEBURG, OREGON

August 7, 1952

State Highway Commission
Attention Mr. John W. Cattrall, Engineer
County and City Relations
Salem, Oregon.

Gentlemen:

Enclosed are copies of right of way records for your file on the relocated Little-River-Rock Creek Section of the North Umpqua Road.

These are (1) photostatic copy of deed from William Kacerosky cover property on which we had started condemnation proceedings (your #16433), and (2) copy of judgment on property which Clyde M. Watkins is purchasing (your #16440), all in Section 11, T. 26 S., R. 3 W.

We believe your file is now complete except as to the Moss K. Brown property (#16430), R.B. & Ruey D. Hoag property (#16409), and the DeBernardi Quarry site in Sec. 9, T 26 S., R. 3 W. (portion of #16416), on which condemnation suits are still pending.

Very truly yours,

DOUGLAS COUNTY COURT

By
County Commissioner

w

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG - 8 1952
ENGINEER

L. V. BECKLEY, COUNTY COMMISSIONER

CARL C. HILL, COUNTY JUDGE

R. G. BAKER, COUNTY COMMISSIONER

ROY AGEE, CLERK & RECORDER
OLIVER L. JOHNSON, TREASURER
NED DIXON, ASSESSOR
F. C. FREAR, ENGINEER
BEN B. IRVING, SURVEYOR
KENNETH BARNEBURG, SCHOOL SUPT.

ROBERT G. DAVIS, DISTRICT ATTORNEY
O. T. CARTER, SHERIFF
AGNES M. PITCHFORD, PROB. OFFICER
E. J. WAINSCOTT, HEALTH OFFICER
H. C. STEARNS, CORONER

DOUGLAS COUNTY
ROSEBURG, OREGON

NOTED
J. W. CATTRALL

[illegible]

July 8, 1952

Bureau of Land Management
Region 1
Building 1, Swan Island
Portland 18, Oregon

Re: F:JMH

Gentlemen:

We are enclosing a county warrant for $570.00 in payment of timber on land required for right-of-way on the Little River-Rock Creek section of the North Umpqua Highway.

Very truly yours,

Wally [illegible] Hector
County Engineer

lt
cc: John W. Cattrall
State Highway Dept.

NOTED
J. F. HAGEMANN

RECEIVED
1952

NOTED
Harold C. Ayers

May 29, 1952

Mr. Wally Hector
Douglas County Engineer
Roseburg, Oregon

NOTED
J. F. HAGEMANN

Dear Mr. Hector:

Attached please find a copy of a letter from the Bureau of Land Management to the Oregon State Highway Commission regarding the payment of $570 for timber on certain lands required for right-of-way on the Little River-Rock Creek section of the North Umpqua Highway.

Also attached is a copy of a letter from the Bureau of Lands Management stating that Douglas County may make this payment after July 1, 1952.

The payment should be made to the "Treasurer of the United States." The County may forward this payment directly to the Bureau of Land Management in Portland. It will be appreciated if you will send a copy of your letter of transmittal to this office.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JWC:MM
Encl.

March 3, 1849

REPLY, refer to
MH

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Region I
Building I, Swan Island
Portland 18, Oregon

APR 2 4 1952

NOTED
J. F. HAGEMANN

RECEIVED
APR 2[illegible] 1952

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. J. M. Devers

Gentlemen:

Reference is made to your File No. 16459, Little River-Rock Creek Section North Umpqua Highway Right-of-way Section 11, T. 26 S., R. 3 W.

The District Forester's report states that merchantable timber was found on Lot 1 of Sec. 11. The appraisal is as follows:

Douglas Fir	28 M	@	$20.00/M	$560.00
Incense Cedar	2 M	@	$ 5.00/M	10.00
	30 M		Value ...	$570.00

Upon receipt of your check in the amount of $570.00, recommendation for approval will be forwarded to the Oregon Land Office.

Very truly yours,

T M Tyrrell
Regional Chief,
Division of Forestry

RECEIVED
MAY [illegible] 1952
ENGINEER

IN REPLY, refer to
MH

UNITED STATES
DEPARTMENT OF THE INTERIOR

Bureau of Land Management
Region 1
Building 1, Swan Island
Portland 18, Oregon

COPY

Oregon State Highway Commission
Salem, Oregon

Re: File No. 16459
Little River-Rock Creek Section
North Umpqua Highway

NOTED
J. F. HAGEMANN

Gentlemen:

Reference is made to your letter of May 14, 1952 in regard to payment for timber removed from O&C lands on the above-mentioned right-of-way on Lot 1 of Sec. 11, T. 26 S., R 3 W.

You state that Douglas County is to pay for the right-of-way timber but because of budget problems funds will not be available before July 1, 1952.

Under the circumstances payment in the amount of $57[illegible].00 may be made after July 1, 1952.

Very truly yours,

/s/ T. M. Tyrell

Regional Chief
Division of Forestry

RECEIVED
[illegible] 1952

NOTED
J. W. CATTRALL

Salem, Oregon
May 2, 1952

Mr. Forrest Cooper
Right of Way Engineer

Harold C. Ayers

NOTED
J. F. HAGEMANN

Enclosed is a copy of a judgment entered in the Circuit Court for Douglas County covering title to right of way for the North Umpqua Road through property of Elmer Calvin Shroy, File No. 16429.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
Assistant Engineer

JFH:MM
Encl.

CKLEY, COUNTY COMMISSIONER
CARL C. HILL, COUNTY JUDGE
E. R. METZGER, COUNTY COMMISSIONER

ROY AGEE, CLERK & RECORDER
NED DIXON, ASSESSOR
OLIVER L. JOHNSON, TREASURER
BEN B. IRVING, SURVEYOR
E. C. FREAR, BRIDGE ENGINEER
WALLY HECTOR, ROAD ENGINEER

ROBERT G. DAVIS, DISTRICT ATTORNEY
KENNETH BARNEBURG, SCHOOL SUPT.
O. T. CARTER, SHERIFF
AGNES M. PITCHFORD, PROB. OFFICER
E. J. WAINSCOTT, HEALTH OFFICER
H. C. STEARNS, CORONER

DOUGLAS COUNTY
ROSEBURG, OREGON

April 24, 1952

RECEIVED
APR [illegible] 1952

Mr. John W. Cattrall, Engineer
County and City Relations
State Highway Commission
Salem, Oregon

Dear Sir:

Enclosed is a copy of a Judgment entered in the Circuit Court for Douglas County, covering title to right of way for the North Umpqua Road through property of Elmer Calvin Shroy. This right of way is your number 16429.

Very truly yours,

L. V. Beckley
County Commissioner

w

RECEIVED
MAR 24 1952
FOR FILING

S-14 (9)

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 20, 1952

SUBJECT:

NOTED
W. C. WILLIAMS

To:
Mr. Tom Edwards
Division Engineer
State Highway Dept.
Roseburg, Oregon

Dear Sir:

The subcontract between Funderburk Construction Company and Browers and Cook, covering portions of the excavation work on the Lone Rock - Rock Creek Section of the North Umpqua Highway, Contract No. 3623, Ore. S-14 (9), is approved.

Three copies of the subcontract are returned herewith.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

Enc.

cc W. C. Williams
C. G. Polk (2)

RECEIVED

FOR FILING

March 12, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on February 18, 1952 on Contract No. 3623, Lone Rock Bridge-Rock Creek Section, in connection with Federal Aid Project No. S-14 (9).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

RECEIVED
MAR [illegible] 1952
FOR FILING

March 7, 1952

Funderburk Construction Co.
Route 1, Box 295
Sutherlin, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3623, which was awarded to you on January 31, 1952 by the State Highway Commission, for grading and surfacing on the Lone Rock Bridge-Rock Creek Section of the North Umpqua County Road in Douglas County. This copy is for your files.

We are also sending an executed copy of the above contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Salem, Oregon
February 29, 1952

Mr. Forrest Cooper
Right-of-Way Engineer

NOTED
J. F. HAGEMANN

Attached are photostatic copies of right-of-way documents in connection with the North Umpqua County Road right-of-way and a copy of the letter of transmittal from Mr. L. V. Beckley, Douglas County Commissioner.

John W. Cattrall
Engineer, County and City Relations

JWC:MM
Att.

NOTED
J. W. CATTRALL

February 29, 1952

Mr. L. V. Beckley
Douglas County Commissioner
Roseburg, Oregon

Dear Mr. Beckley:

I wish to thank you for your letter of February 27 in which you transmitted photostatic copies of right-of-way documents in connection with the North Umpqua County Road right-of-way.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JWC:MM

1-6

EY, COUNTY COMMISSIONER
CARL C. HILL, COUNTY JUDGE
E. R. METZGER, COUNTY COMMISSIONER

ROY AGEE, CLERK & RECORDER
NED DIXON, ASSESSOR
OLIVER L. JOHNSON, TREASURER
BEN B. IRVING, SURVEYOR
F. C. FREAR, BRIDGE ENGINEER
WALLY HECTOR, ROAD ENGINEER

ROBERT G. DAVIS, DISTRICT ATTORNEY
KENNETH BARNEBURG, SCHOOL SUPT.
O. T. CARTER, SHERIFF
AGNES M. PITCHFORD, PROB. OFFICER
E. J. WAINSCOTT, HEALTH OFFICER
H. C. STEARNS, CORONER

DOUGLAS COUNTY
ROSEBURG, OREGON

February 27, 1952

Mr. John W. Catrall, Engineer
County and City Relations
State Highway Commission
Salem, Oregon

Dear Sir:

With reference to the North Umpqua Road right of way, in Sections 9, 10 and 11, T 26S, R 3 W, we enclose the following:

1. Photostatic copy of Judgment, Hilda DeBernardi, Estate in Section 9 and 10.

2. Byron K. Brown, et ux, r/w in Lots 24 and 25 of North Umpqua Homes in Section 11.

3. Photostatic Copy of Agreement with DeBernardi's for rock quarry in Section 9.

Very truly yours,

L. V. Beckley
County Commissioner

LVB/G
Enclosures

RECEIVED
FEB 28 1952
ENGINEER
TIONS

NOTED
J. W. CATTRALL

February 6, 1952

Mr. C. G. Polk, District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

NOTED
J. F. HAGEMANN

Dear Sir:

Enclosed are four copies each of a maintenance agreement and an encroachment resolution in connection with Oregon Project S-14(9), Lone Rock Bridge-Rock Creek Section of the North Umpqua County Road, FAS Highway 253.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:MM
Encl.

RECEIVED

FOR FILING

February 4, 1952

Funderburk Construction Company
Route 1, Box 295
Sutherlin, Oregon

Gentlemen:

The State Highway Commission on January 31, 1952, awarded you Contract No. 3623 for the Lone Rock Bridge-Rock Creek Section of the North Umpqua County Road Project in Douglas County. This award was based on your low bid of $267,180.00 submitted on that date.

I am enclosing a copy of the proposal form, which contains specifications, and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhs
Encl.

cc: H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

RECEIVED
FEB 7 1952
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

January 31, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project S-14(9), Lone Rock Bridge--Rock Creek Section of the North Umpqua Highway, to Funderburk Construction Company of Sutherlin, Oregon, low bidder in the amount of $267,180.00 at the January 31, 1952 bid opening.

Very truly yours,

C. G. Polk

C. G. Polk
District Engineer

RECEIVED
FEB [illegible] 1952
OREGON
STATE HIGHWAY COMMISSION

NOTED
J. W. CATTRALL

Salem, Oregon
January 28, 1952

Mr. Forrest Cooper
Right-of-Way Engineer

NOTED
J. F. HAGEMANN

Attached is a copy of a corrected Warranty Deed, also copies of Complaints for Condemnations in connection with the Lone Rock-Rock Creek Section on the N. Umpqua County Road. I believe this covers everything except the agreement on the DeBernardi rock quarry site which I understand is being circulated for signatures.

John W. Cattrall
Engineer, County and City Relations

JWC:MM
Att.

NOTED
Harold C. Ayers

January 28, 1952

Mr. L. V. Beckley
Douglas County Commissioner
Roseburg, Oregon

Dear Mr. Beckley:

I wish to acknowledge receipt of your letter of January 25 transmitting a copy of a corrected Warranty Deed, Easement and copies of Complaint for Condemnation Proceedings in connection with the Lone Rock-Rock Creek project on the North Umpqua Road. Thank you for your cooperation in this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JWC:MM

BECKLEY, COUNTY COMMISSIONER
CARL C. HILL, COUNTY JUDGE
E. R. METZGER, COUNTY COMMISSIONER

ROY AGEE, CLERK & RECORDER
NED DIXON, ASSESSOR
OLIVER L. JOHNSON, TREASURER
BEN B. IRVING, SURVEYOR
F. C. FREAR, BRIDGE ENGINEER
WALLY HECTOR, ROAD ENGINEER

ROBERT G. DAVIS, DISTRICT ATTORNEY
KENNETH BARNEBURG, SCHOOL SUPT.
O. T. CARTER, SHERIFF
AGNES M. PITCHFORD, PROB. OFFICER
E. J. WAINSCOTT, HEALTH OFFICER
H. C. STEARNS, CORONER

2

DOUGLAS COUNTY
ROSEBURG, OREGON

RECEIVED
JAN 28 1952
ENGINEER
COUNTY & CITY RELATIONS

January 25, 1952

Mr. John W. Cattrall, Engineer
County and City Relations
State Highway Commission
Salem, Oregon.

Dear Sir:

With reference to North Umpqua Road right-of-way in Sections 9 and 11, T 26 S, R 3 W, we enclose the following:

Copy of corrected Warranty Deed from Joe E. Sendelbach et ux. in Lots 2 and 7, Section 11, together with Slope Easement

Copies of Complaints for condemnation proceedings against the following:

1. Joe E. Sendelbach et al., for r/w under contract to Clyde M. Watkins et ux. in Lot 7, Section 11;
2. Wm. Kacerosky, r/w in Lot 10 of No. Umpqua Homes in Section 11:
3. Moss M. Brown Yoder et vir., r/w in Lots 13 & 14, No. Umpqua Homes, in Section 11;
4. Byron L. Brown, r/w in Lots 24 & 25, North Umpqua Homes, in Section 11:
5. Elmer Shroy, incompetent, and Portland Trust & Savings Bank, Guardian, r/w in Lot 13, North Umpqua Homes in Section 11;
6. [illegible] Hoar et ux., r/w in Lot 1 of Section 9.

Agreement covering the DeBernardi rock quarry site has been reached and copy of contract will be forwarded as soon as signatures are completed.

Condemnation of right of way thru some of the above property was necessary because deeds could not be procured in time, but we expect to be able to get these without going to trial.

Very truly yours,

L. V. Beckley
County Commissioner

w

FORM E-30 25M 6-51 40713

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 22, 1952

SUBJECT:

RECEIVED
JAN 23 1952
ENGINEER
COUNTY & CITY RELATIONS

To:

Mr. John W. Cattrall
City & County Relations Dept.

Attached hereto, for transmittal to the B.P.R., are four certified copies of a maintenance agreement with Douglas County whereby the County agrees to maintain the Lone Rock Bridge-Rock Creek Section of the North Umpqua County Road after contract work has been completed.

The original of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Douglas County.

Secretary

rn
Attach: 4

Oregon Project S-14(9)

AGREEMENT

The County of Douglas, State of Oregon, hereinafter referred to as County, and the Oregon State Highway Commission hereinafter referred to as the Highway Department, hereby agree as follows:

1. That the Highway Department will submit a project for the improvement of 4.[illegible] miles of FAS Highway 251 from Highway Engineer's Survey Station [illegible]31+65 in Sec. 1[illegible], T. 2[illegible] S., R. 3 W., W.M.

to Highway Engineer's Survey Station 1102+7[illegible].13 in Section 1, T. 26 S., R. 3 W., W.M.

known as the Lone Rock Bridge-Rock Creek Section, and to be designated as Oregon Project No. S-14(9), and will recommend its approval by the Federal Works Administrator for construction with funds apportioned to the State under the Federal Aid Road Act and Acts amendatory thereof and supplementary thereto; subject, however, to the condition that the County shall provide for its proper maintenance after completion of its improvement.

2. That the said County hereby requests the Highway Department to submit the aforementioned project with recommendation that it be approved by the Federal Works Administrator, and agrees that if such project is approved and constructed by the Highway Department and the Federal Works Administrator it thereafter, at its own cost and expense, will maintain the project in a manner satisfactory to them, or their authorized representatives, and will make ample provision each year for such maintenance.

3. That the said County agrees to procure at its sole cost and make available before a contract is awarded for said project, a right of way having a width of at least 60 feet throughout, and further agrees to procure and make available such additional width or widths of right of way as may be required for cut and/or

Form cc-33

fill slopes.

4. That the said County hereby agrees to bear the cost, if any, of maintaining such of its streets or roads as may be used as detours during the performance of the work on the aforementioned project.

5. That the said County hereby agrees to assume jurisdiction and control of the section or sections of county road or roads eliminated from the route to be constructed and shall maintain or vacate them as the said County may determine.

6. That the said County hereby agrees to establish as a county road, pursuant to the provisions of the laws of the State of Oregon the relocated section or sections of the proposed road.

7. That the said County hereby agrees that:

(a) All signs and traffic control devices and other protective structures erected on or in connection with this project shall be in conformity with such manual of uniform traffic-control devices as may be adopted by the American Association of State Highway Officials, approved by the Highway Department, and concurred in by the Federal Commission of Public Roads.

(b) No signs (other than those specified in paragraph "a" above), posters, billboards, roadside stands, or other private installations shall be permitted within the right of way limits of this project.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the County on the 7 day of Jan, 1952, and the Highway Department on the 21st day of Jan., 1952.

COUNTY OF DOUGLAS
By C C Hill
County Judge
By L. V. Buckley
County Commissioner
By E Ruetzger
County Commissioner
ATTEST: Roy Agee
County Clerk

OREGON STATE HIGHWAY COMMISSION
By /s/ Ben R. Chandler
As Chairman
By
As Commissioner
By /s/ M. K. McIver
As Commissioner
ATTEST: /s/ H. B. Glaisyer
Secretary

Sheet 2
Form cc-33

Oregon Project S-14(9)

RESOLUTION

WHEREAS, a County Road in Douglas County, State of Oregon, known as the North Umpqua County Road, is routed through the County of Douglas, Oregon, a municipal corporation, and a section of said road has been officially adopted for improvement by the State Highway Commission and Douglas County, the section adopted for improvement being more particularly described as follows; to wit:

> **The Lone Rock Bridge-Rock Creek Section extending from State Highway Engineer's Survey Station 951+60 in Sec. 17, T. 26 S., R. 3 W., W.M. to State Highway Engineer's Survey Station 1162+79.13 in Sec. 1, T. 26 S., R. 3 W., W.M., a distance of 4.002 miles.**

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said county road,

And, WHEREAS, the Public Roads Administration of the Federal Works Agency of the United States will not participate in the construction of said county road until and unless the said County of Douglas will guarantee by resolution officially adopted by the County Court, that no encroachments will be permitted upon the right of way of said county road within the limits of the section described above which will permanently obstruct or interfere with the free and convenient flow of traffic over said county road; and will so regulate parking of vehicles on said county road that the free, convenient, and safe flow of traffic shall not be impeded, and agree not to impose unreasonable limitations of speed upon said county road, nor impose any regulations of traffic which will operate to discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets or [illegible]

NOW THEREFORE, BE IT RESOLVED by the County Court of Douglas

Form cc-12

County, Oregon, that no encroachments will be permitted on the county road, known as the North Umpqua County Road, which will permanently or unduly interfere with the free and convenient flow of traffic along said county road; and will so regulate the parking of vehicles along said county road as not to impede the free, convenient, and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said county road, nor impose any regulation of traffic upon said county road which shall unduly discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

It being understood that nothing in this resolution of agreement by the County Court shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing laws and regulations respecting the use of said county road, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers, and other public improvements, or to preclude the proper use of said county road for the placement of telephone or electric light poles or other public service facilities.

Passed by the County Court of Douglas County, Oregon, this 7 day of Jan, 1952.

Attest:
Roy Agee
County Clerk

By C C Hill
County Judge

By L. D. Buckley
County Commissioner

By
County Commissioner

Form cc-12
Page 2

File

RECEIVED
FOR FILING
OREGON DISTRICT
2-14-52
3622

2-1-52

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

January 16, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Oregon Project S-14(9)
Lone Rock Bridge-Rock Creek
Section - Letter of Intent

Dear Sir:

It has been determined that the subject project meets eligibility requirements, based on the criteria of essentiality described in Section Two of the Commissioner's memorandum of June 12, 1951, for an allotment of controlled materials and priority assistance.

Within the steel, copper and aluminum quantity limitations received from the Defense Production Administration, allotment of controlled materials will be made to the project when the contractor is ready to order his materials.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

[illegible]

RECEIVED
JAN 16 1952
SALEM, OREGON
STATE HIGHWAY COMMISSION

Files

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

2-14-[illegible]

#3622

S 14/9

January 16, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project S-14(9), Lone Rock Bridge-Rock Creek Section of the North Umpqua Road, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Please submit the usual copies of a resolution from the Douglas County Court covering maintenance and encroachments before preparation of the project agreement estimate.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
[illegible] 1952
[illegible]
STATE HIGHWAY COMMISSION

NOTED
J. W. CATTRALL

January 11, 1952

NOTED
Harold C. Ayers

Mr. Wally Hector
Douglas County Engineer
Roseburg, Oregon

NOTED
J. F. HAGEMANN

Dear Sir:

Enclosed is the original of the encroachment resolution adopted by the Douglas County Court in connection with the Lone Rock Bridge-Rock Creek project. This copy is for the Court's records. A fully executed copy of the maintenance agreement will be forwarded after signature by the Highway Commission.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:MM
Encl.

NOTED
J. W. CATTRALL

Salem, Oregon
January 11, 1952

Mr. W. C. Williams
OFFICE

NOTED
Harold C. Ayers

NOTED
J. F. HAGEMANN

Enclosed are six copies of a maintenance agreement with Douglas County covering the proposed Lone Rock Bridge-Rock Creek section, Oregon Project S-14(9), on FAS Highway 253. All six copies have been executed by the Douglas County Court and are now ready for presentation to the Commission.

Please return four executed copies or certified true copies to this office to be forwarded to the B.P.R.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
Field Engineer

JFH:MM
Encl.

L. V. BECKLEY, COUNTY COMMISSIONER
CARL C. HILL, COUNTY JUDGE
E. R. METZGER, COUNTY COMMISSIONER

ROY AGEE, CLERK & RECORDER
NED DIXON, ASSESSOR
OLIVER L. JOHNSON, TREASURER
BEN B. IRVING, SURVEYOR
F. C. FREAR, BRIDGE ENGINEER
WALLY HECTOR, ROAD ENGINEER

ROBERT G. DAVIS, DISTRICT ATTORNEY
KENNETH BARNEBURG, SCHOOL SUPT.
O. T. CARTER, SHERIFF
AGNES M. PITCHFORD, PROB. OFFICER
E. J. WAINSCOTT, HEALTH OFFICER
H. C. STEARNS, CORONER

DOUGLAS COUNTY
ROSEBURG, OREGON

RECEIVED
JAN 10 Rec'd

January 9, 1952

Mr. John Cattrall, Engineer
County and City Relations
Oregon State Highway Commission
Salem, Oregon.

NOTED
J. F. HAGEMANN

NOTED

Dear Sir:

Enclosed please find signed copies of Agreement and Resolution regarding the North Umpqua Highway project, which were mailed to us from your office on January 4, 1952.

Also, the County Court approves the plans and specifications of the Lone Rock Bridge-Rock Creek Section of the North Umpqua County Road, F.A.S. Highway No. 253, as submitted to us by the Highway Commission.

Very truly yours,

DOUGLAS COUNTY COURT

C C Hill County Judge

L. V. Beckley Commissioner

E R Metzger Commissioner

WH:w

Wash [illegible] 1/11/52
[illegible]

December 3, 1951

Mr. Lynn B. Beckley
Douglas County Commissioner
Roseburg, Oregon

NOTED
J. W. CATTRALL

NOTED
J. F. HAGEMANN

Dear Sir:

It is presently planned to advertise the Lone Rock Bridge-Rock Creek Section of the North Umpqua County Road for bids at the first Highway Commission meeting in 1952. It would be appreciated if you will advise this office as to the status of right-of-way acquisition in connection with this project.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:MM

cc: Mr. Wally Hector,
Douglas County Engineer

NOTED
Harold C. Ayers

L. V. BECKLEY, COUNTY COMMISSIONER
CARL C. HILL, COUNTY JUDGE
E. R. METZGER, COUNTY COMMISSIONER

ROY AGEE, CLERK & RECORDER
NED DIXON, ASSESSOR
OLIVER L. JOHNSON, TREASURER
BEN B. IRVING, SURVEYOR
F. C. FREAR, BRIDGE ENGINEER
WALLY HECTOR, ROAD ENGINEER

ROBERT G. DAVIS, DISTRICT ATTORNEY
KENNETH BARNEBURG, SCHOOL SUPT.
O. T. CARTER, SHERIFF
AGNES M. PITCHFORD, PROB. OFFICER
E. J. WAINSCOTT, HEALTH OFFICER
H. C. STEARNS, CORONER

DOUGLAS COUNTY
ROSEBURG, OREGON

NOTED
J. W. CATTRALL

NOTED
F. HAGEMANN

NOTED

NOTED
W. C. WILLIAMS

October 5, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon.

Attention Mr, John W. Cattrall
Engineer, County and City Relations.

Dear Sir:

Referring to your letter of October 2d, it has been our understanding that the Lone Rock-Rock Creek Section of the North Umpqua Road would be built to the same standard as the other sections. From your letter we note that only grading and surfacing is planned, not asphaltic concrete.

Maintenance on this section of the road has been kept to a minimum because we anticipated the letting of contracts this year for a paved road, and we feel this change of plan will put a burden of maintenance on our county, as well as voiding the assurances we have given the residents, while negotiating for right of way for this section, that the road would be built to the same standard as the other sections. If the plan is to apply an O-11 type of oil, with the asphalt to follow the next year, that would satisfy the residents on that section. Vehicles over this road average 500 to 1000 a day, a volume of traffic which we believe warrants its completion to the standards originally planned at as early a date as possible.

We realize that it will be impossible for you to proceed with construction of the bridge at this time. Maintenance of the old bridge for another year or two will also be costly.

We understand that there was enough money set aside to complete this project, and we feel it a bit unfair that the money should be diverted for use in bringing the Wilbur-Sutherlin Secondary to a number one standard

Williams Cattrall Baldock [illegible]

no reply necessary

while delaying completion of the North Umpqua Road.

If you find our views on the subject warrant further consideration we would appreciate hearing from you.

Very truly yours,

DOUGLAS COUNTY COURT

By

Commissioner

LVB:w

FORM 5-123X 25M 6-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

October 3, 1951

Douglas County Court

Roseburg, Oregon

RECEIVED
OCT 18 1951
ENGINEER
COUNTY & CITY RELATIONS

Gentlemen:

The Federal Aid Highway Act of 1950 provides that projects to be constructed with Federal Aid Secondary funds shall be selected by "the state highway department and the appropriate local officials in cooperation with each other." The Oregon State Highway Commission has selected the following projects in Douglas County for construction from the Federal Aid Secondary fund as indicated.

FEDERAL FISCAL YEAR 1953 FUND

Project 5-14(9)

1. County Road (N. Umpqua FAS 253) - Lonerock Bridge-Rock Creek, 4.1 miles, grade and surface and 0-9 Treatment $350,000
2. Elkton-Sutherland State Highway (FAS 232) - Calapooya Creek-Sutherlin, 3.45 miles grading, bridge, and paving $350,000

If the Douglas County Court concurs in the selection of the above projects, please indicate so by signing the second copy of this letter in the space provided and returning same to this office.

It would be appreciated if the Court will give this matter its immediate attention so that we may proceed with the surveys and preparation of plans and specifications.

Called Probst
RHP

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

COUNTY COURT OF DOUGLAS COUNTY

Date Oct. 17, 1951

C C Hill
Judge

Commissioner

E Ruetzger
Commissioner

FORM E-30X 25M 9-49 24893

NOTED
J. W. CATTRALL

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 26, 1951

SUBJECT: Little River-Rock Creek Section
North Umpqua County Road

To: Mr. Don Norlin
Right of Way Supervisor
State Highway Department
Roseburg, Oregon

NOTED
J. E. HAGEMANN

Dear Mr. Norlin:

We are enclosing herewith option forms in quintuplicate for the parcels of land to be acquired by the County for the North Umpqua County Road in Douglas County. These are the parcels Mr. McCallister was down in Roseburg recently to revise. Please contact the County and if necessary transfer the new descriptions to them. You should keep one copy and give the balance to the County.

We are putting two numbers on the files. The previous ones and the new one just assigned. It is our intention to eventually cancel the new ones.

If you will have the County give us a copy of the option or copy of the deed when they close the transaction we will make a record of it in our files.

Mr. McCallister advises that the R. W. Hook property, file No. 17963, is out and his right of way will not be needed. He has added Crystal Johnson, File No. 16443, as this property was in the alignment. Please check with the division office to make sure it is needed.

We are sending, under separate cover, two prints of our revised map No. 5B-17-17 with our date of September 25th, 1951, stamped thereon.

Very truly yours,

J. M. DEVERS

By

Earl F. Saling

NOTED
Harold [illegible]

AE:je
Encl.

RECEIVED
SEP 27 1951

cc: Forrest Cooper

cc: John W. Cattrall

cc: K. D. Lytle

NUMBER OLD	NUMBER NEW	NAME	PARCEL	AREA
16442	17964	Walter Tolles		2.78 acres
	17965	O. R. Stimson		2.8 acres
16411	17966	Glenn E. Marshal and D. E. Marshal		0.079 acre
16434	17967	G. Smiley and Georgina Smiley		0.172 acre
16432	17968	Henry Harth and Eva Harth	1	0.172 acre
			2	0.172 acre
17969	17969	H. O. Pargeter		0.133 acre
16423	17970	A. J. Standley		0.16 acre
16420	17971	William H. Kenny and Ellen M. Kenney		0.02 acre
16435	17972	Roy Stearns (c/o Paul E. Geddes, Attorney)		0.326 acre
16419	17973	Anna Marie Bryan (Knudson)		50 square feet.
16443		Crystal Johnson		0.33 acre

RECEIVED
SEP [illegible] 1951

NOTED
J. W. CATTRALL

September 4, 1951

Honorable Carl C. Hill
Douglas County Judge
Roseburg, Oregon

NOTED
J. F. HAGEMANN

Dear Sir:

Reference is made to my letter of February 1 transmitting options for right of way to be acquired by Douglas County in connection with the Lone Rock Bridge-Rock Creek project on the North Umpqua County Road, FAS Highway No. 253. It would be appreciated if you would advise this office as to the status of the acquisition of this right of way.

It is planned to advertise this project for bids prior to December of this year.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:MM

cc: Mr. L. V. Beckley, Douglas County Commissioner
Mr. Wally Hector, Douglas County Engineer

NOTED
J. W. CATTRALL

August 1, 1951

Mr. Wally M. Hector
Douglas County Engineer
Roseburg, Oregon

NOTED
J. F. HAGEMANN

Dear Sir:

Enclosed in quintuplicate is a real estate option covering a proposed quarry site in connection with the Lone Rock Creek section of the North Umpqua County Road. This quarry site is to be acquired by Douglas County in lieu of the quarry site at the end of the Lone Rock bridge.

Also enclosed is one print of a sketch map showing the location of the property to be acquired.

Please return one executed copy of the option or deed after negotiations have been completed.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:MM
Encl.

NOTED
Harold C. Ayers

FORM E-30 25M 3-51 47198

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

July 30, 1951

SUBJECT: File No. 16416-Bernardi
Little River-Rock Creek Section
North Umpqua County Road

To: Mr. John W. Cattrall
County and City Relations Engineer
OFFICE

Dear Mr. Cattrall:

Herewith is Real Estate Option in quintuplicate covering proposed quarry site on the Lone Rock Creek Section of the North Umpqua Highway to be acquired by Douglas County. This is in lieu of the quarry site formerly chosen at the end of the Lone Rock Bridge.

We are also enclosing one print of 1R-5-146.

Very truly yours,

J. M. DEVERS

By E J Benner
E. J. Benner

AE:je
Encl.

cc: Forrest Cooper

RECEIVED
JUL 30 1951
ENGINEER
COUNTY & CITY RELATIONS

NOTED
Harold C. A[illegible]

NOTED
J. W. CATTRALL

February 1, 1951

Honorable Carl C. Hill
Douglas County Judge
Roseburg, Oregon

Dear Sir:

Enclosed are two copies of a tabulation of options for right-of-way to be acquired by Douglas County in connection with the Little River-Rock Creek project on the North Umpqua County Road, FAS Highway 253. Three copies of each option listed are also enclosed. A copy of each signed option will be appreciated.

Under separate cover we are forwarding two prints each of map number 5B-17-17 and profile with the date of January 5 stamped thereon.

There are four pieces of U.S., O. & C. land on which our Right-of-Way Department is preparing maps for acquisition. These parcels will be handled through our Right-of-Way Department.

If you wish any further information, please advise.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

JFH:MM
Encl.

FORM E-30 25M 8-50 42288

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

January 31, 1951
Salem, Oregon

SUBJECT: (see list attached)

To: Mr. John W. Cattrall
County & City Relations Engineer
OFFICE

Dear Mr. Cattrall:

On the attached sheet we are listing the options which we are enclosing herewith in quadruplicate for the county acquisition of the Little River-Rock Creek Section of the North Umpqua county road in Douglas County. Will you please forward these to the county at once? We understand that Douglas County wishes to ~~get~~ give a permit for pole line along this right of way.

Two prints of our drawing 5B-17-17 and profiles with the date of January 5th stamped thereon are being forwarded under separate cover. Possibly these should both be forwarded to the county.

There are four pieces of U. S., O. and C. land on which we are preparing maps for acquisition. The acquisition of this right of way will be handled through this office.

If you wish any further information please advise.

Very truly yours,

J. M. DEVERS

By Earl F. Saling

EARL F. SALING

EFS:mmh

cc: Don Norlin
cc: Forrest Cooper

OPTIONS FOR LITTLE RIVER-ROCK CREEK SECTION OF THE NORTH UMPQUA COUNTY ROAD

Number	Name	Area
16407	Phil F. Strader	9.20
16408	S. R. Ball & Eleanore Ball	3.57
16409	Sterling M. Underhill, et ux	1.82
16410	D. D. Mathews, et al	0.09
16411	Maude M. Miller	0.079
16414	Ada L. Wood	0.23
16415	Mary E. App	0.028
16416	Golia and Hilda DeBernardi	14.81
16417	Emily E. Judd	0.51
16418	Dottice Cary Fenley	0.68
16419	Anna Marie Bryan	0.013
16420	William H. and Ellen M. Kenny	16420
16421	L. E. Dresback	.01
16422	Albert J. & Clarice DeBernardi	1.20
16423	J. H. Dobson	0.51
16424	Francis R. and Maxine Holman	0.16
16425	W. L. Baird	0.44
16426	Sid and Mildred Comfort	0.65
16427	Helene M. and Arthur [illegible]. Selby	0.44
16428	A. J. Lewis and Wilma L. Lewis	0.21
16429	Elmer Calvin Shroy	0.17
16430	Moss K. Brown	0.35
16431	Charles Snellstrom & LaDoris Snellstrom	0.17
16432	Henry Harth and Eva Harth	0.17
16433	William Kacerosky	0.17
16434	G. and Georgina Smiley	0.34
16435	Roy Stearns (See Paul E. Geddes, Attorney) Roseburg	0.46
16436	A. R. and Margaret Lundeen	0.13
16437	Byron K. Brown	0.36
16438	Edna G. and Ray Rauch	0.35
16439	Chas. [illegible]. and Nellie Vlcek	1.43
16440	Joe [illegible]. Sendelbach	8.02
16441	L. M. and Rachel I. Lehrbach	3 acres more or less
16442	Walter Tolles	8.50
16443	Crystal Johnson	0.39
16444	M. W. and Mabel McMillen	1.24
16445	John R. Gardner and Brenda Garnder	1.05

1 [illegible]

January 4, 1951

NOTED
J. W. CATTRALL

[illegible]

NOTED
J. F. HAGEMANN

Mr. Wally Hector
Douglas County Engineer
Roseburg, Oregon

Dear Sir:

The State Highway Commission plans to call for bids on January 31 for the grading, surfacing, and oiling of the Lone Rock Bridge-Rock Creek Section of the N. Umpqua County Road, FAS Highway 253, in Douglas County. This project is to be partially financed with federal funds, and in projects of this nature it is a requirement of the Federal Bureau of Public Roads that the county concerned execute a standard form of maintenance agreement and encroachment resolution. Enclosed are seven copies each of such an agreement and resolution.

The agreement provides that the county will maintain the section of road after construction to a standard satisfactory to the B.P.R. The resolution provides that the county will permit no encroachments on the right of way which will permanently interfere with the free and convenient flow of traffic. Please have the County Court execute all copies and return seven copies of the maintenance agreement and six copies of the encroachment resolution to this office. After signature by the Highway Commission, a fully executed copy of the maintenance agreement will be returned for the county's records.

Under separate cover we are forwarding for your information and records two sets of plans and specifications for this project. Written approval by the County Court of these plans and specifications is required by the B.P.R. before we can advertise for bidders. A letter signed by the Court indicating this approval should accompany the signed copies of the agreement and resolution. In addition, we would like either copies of the options or deeds for the right of way required in connection with this project or a statement signed by the County Court that all required right of way has been obtained.

The Court's immediate attention to these matters will be appreciated as we would like all documents required in our hands prior to January 25.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

By: John W. Cattrall
Engineer, County and City Relations

BFI-189(9) Anlauf Structures on Drain 1952
Connection to Pacific Hwy.
#3624

RECEIVED
FOR FILING

AFE - 187 (1)

December 17, 1954

Southern Pacific Company
65 Market Street
San Francisco 5, California

Your File: EB-220-113-State of Oregon (Anlauf, Oregon)

Attention: Mr. Geo. Nelson
Auditor of Miscellaneous Accounts

Gentlemen:

With reference to your letter of December 10 relative to billing in the amount of $453.60, as per your Audit No. 89859, we wrote you relative to this matter under date of December 7, and apparently our letters crossed in the mail. In the event you did not receive our letter of December 7, please advise.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

WCW:me

cc Mr. C. A. Gardner

[illegible]

S-290

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

R. V. COLE
AUDITOR OF DISBURSEMENTS
C. H. FLEMER
AUDITOR OF EQUIPMENT SERVICE ACCOUNTS
E. M. JOHNSON
AUDITOR OF PAY ROLL ACCOUNTS
H. J. KIHN
AUDITOR OF FREIGHT ACCOUNTS

P. J. KENDALL
GENERAL AUDITOR
U. E. NORDEEN
H. C. McCLEER
C. B. MACKENZIE
ASST. GENERAL AUDITORS

GEO. NELSON
AUDITOR OF MISCELLANEOUS ACCOUNTS
S. S. WEMETT
AUDITOR OF CAPITAL EXPENDITURES
W. W. WILLSON
AUDITOR OF PASSENGER ACCOUNTS

ajm-jk

IN REPLY PLEASE REFER TO

EB-220-113-State
of Oregon (Anlauf, Oregon)

DEC 10 1954

State of Oregon
c/o Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Gentlemen:

Refers to our letter dated November 16, 1954, regarding outstanding amount of $453.60, which represents 10% balance due on bills collectible as detailed in statement attached to our letter of November 16, 1954, rendered against State of Oregon under terms of agreement audit No. 89859, in connection with highway overpass at Anlauf, Oregon.

To date we have no record of receiving your remittance, nor advice as to why payment is being withheld.

As final bill has been rendered on this project, will you please advise when we may expect your remittance in amount of $453.60 to be forwarded to Southern Pacific Company, c/o Treasury Department, 65 Market Street, San Francisco 5, California, or advise reason for non-payment.

Yours truly,

GEO. NELSON

By

RECEIVED
DEC 13 1954
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 10 1954
FOR FILING

5518

December 7, 1954

Southern Pacific Company
5 Market Street
San Francisco 5, California

Attention: Mr. Geo. Nelson
Auditor of Miscellaneous Accounts

Gentlemen:

BF1-1[illegible](1)
3640

BF1-1[illegible](1)
3624

This is in answer to your inquiries of November 16 concerning balances due on your work under Agreement Audit No. [illegible]911 (Divide-Anlauf Section) and Agreement Audit No. 9[illegible]59 (Anlauf Grade Separation Structure). We are preparing and handing to our auditor this date an estimate that will release the retained percentages due your company on both of these jobs.

Warrants covering these estimates should be in your hands within the next 30 days.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

CAG:an

cc G. S. Paxson
C. H. Maison

ASSIGNMENT

Date: **November 19, 1954** No. [illegible] By wcw

Description: **Letter of November 16 by George Nelson of the Southern Pacific Company enclosing a statement in amount of $453.60 in connection with the highway overpass at Anlauf.**

Acknowledged by____ Referred to Gardner

__ Investigate and report with recommendation
__ Such action as necessary and report
__ Comment or recommendation
X Return with rough draft of reply
__ Prepare reply for signature of Mr.________
__ Contact correspondent and report

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS

Executed 12-9-54 Report Received_________

S-260

es-k

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

R. V. COLE
AUDITOR OF DISBURSEMENTS
C. H. FLEMER
AUDITOR OF EQUIPMENT SERVICE ACCOUNTS
E. M. JOHNSON
AUDITOR OF PAY ROLL ACCOUNTS
H. J. KIHN
AUDITOR OF FREIGHT ACCOUNTS

P. J. KENDALL
GENERAL AUDITOR
U. E. NORDEEN
H. C. McCLEER
C. S. MacKENZIE
ASST. GENERAL AUDITORS

GEO. NELSON
AUDITOR OF MISCELLANEOUS ACCOUNTS
S. S. WEMETT
AUDITOR OF CAPITAL EXPENDITURES
W. W. WILLSON
AUDITOR OF PASSENGER ACCOUNTS

IN REPLY PLEASE REFER TO
EB 220-113-State of
Oregon
(Anlauf, Oregon)

State of Oregon
c/o Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Gentlemen:

We have outstanding in our accounts amount of $453.60 which represents 10% balance due on bills cillectible, as detailed in attached statement, rendered against State of Oregon under terms of Agreement Audit No. 89859, in connection with Highway Overpass at Anlauf, Oregon.

As bill collectible No.429961 was the final bill rendered on this project, will you please advise when we may expect your remittance in the amount of $453.60 to be forwarded to Southern Pacific Co., c/o Treasury Department, 65 Market St., San Francisco 5, California.

Yours truly,

GEO. NELSON

By

PLEASE RETURN TO
W. C. WILLIAMS

RECEIVED
[illegible] 1954

UTHERN PACIFIC COMPANY

Statement of account due from State of Oregon (Anlauf)

Bill #	Month	Description	10% due
425839	Nov. 52	For cost of labor and material furnished in connection with highway overpass, Anlauf, Oregon per provisions of agreement # 89859.	83 52
425841	Nov. 52	"	53 66
425843	Nov. 52	"	87 07
427712	Dec. 52	"	79 69
426335	Jan. 53	"	79 25
426419	Jan. 53	"	46 93
428194	Feb. 53	"	10 25
429961	May 54	Final bill "	13 23
		Total	453 60

[illegible]UTHERN PACIFIC COMPANY

Statement of account due from State of Oregon (Anlauf)

Bill #	Month	Description		10% due
425839	Nov. 52	For cost of labor and material furnished in connection with highway overpass, Anlauf, Oregon per provisions of agreement # 89859.		83 52
425841	Nov. 52		"	53 66
425843	Nov. 52		"	87 07
427712	Dec. 52		"	79 69
426335	Jan. 53		"	79 25
426419	Jan. 53		"	46 93
428194	Feb. 53		"	10 25
429961	May 54	Final bill	"	13 23
			Total	453 60

RECEIVED
FOR FILING
KFI- 1926
3624
(CONTRACT NO.)

OREGON STATE HIGHWAY DEPARTMENT
(date)
June 2, 1953

(EST. NO.)		(CONTRACTOR)	
3624	7-final	TOM LILLEBO	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
10184	R-67695	$ 9,128.54	6/2/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

G. A. Wahlander
ACCOUNTING DIVISION

Specified Completion Date: Dec. 31, 1952

Time Extensions: None

Completion Date: Dec. 31, 1952

Date Accepted: Feb. 17, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 6-6-53 (6th was Sat.)
corrected, gl

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:
G. A. Wahlander

By Floyd Query
Acting Secretary

FILED ON CARD

RECEIVED
FOR FILING

May 27, 1953

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 3624 for work performed on the Anlauf Structures on the Pacific Highway in Douglas County was completed by the contractor, Tom Lillebo, on December 31, 1952 and was formally accepted by the Highway Commission on February 17, 1953.

Final payment in the amount of $9,128.54 will be released to the contractor on or after June 6, 1953. The total contract amount is $90,663.66, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
FOR FILING
MI-1516

2-27

ASSIGNMENT

No. 3927
By wcw

Date: December 30, 1952

Description: Western Union Bill No. 37 (8 copies) in connection with line removal during construction of overpass at Anlauf, Douglas County

Acknowledged by _____ Referred to ___Gardner ✓________

Investigate and report with recommendation
xx ~~Investigation~~, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ______________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed Retd 12-31-52 Report received _______

Remarks: Bill being forwarded for payment

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM X	SERIAL
DAY LETTER	NIGHT LETTER

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE	LETTER TELEGRAM
VICTORY LETTER	SHIP RADIOGRAM

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

NOVEMBER 18, 1952
SALEM, OREGON

C. P. NORTON
125 - 12TH STREET
OAKLAND 7, CALIFORNIA

CONSTRUCTION AT ANLAUF WILL PERMIT RESTORATION OF OPEN WIRE SYSTEM ABOUT DECEMBER 1, 1952.

W W Stiffler

W. W. STIFFLER

NOTED
W. C. WILLIAMS

C
O
P
Y

1952 NOV 18 AM 10 20

PRA060 OA238
O.SFH056 DH CO = SAN FRANCISCO CALIF 18 =

OREGON STATE HWY DEPT, ATTN W C WILLIAMS ASST STATE HWY ENGR =
SALEM ORG =

HAS STATE CONTRACTOR'S WORK PROGRESSED TO EXTENT AT HWY OVERPASS ANLAUF TO PERMIT US REMOVE OUR TEMPORARY PLANT & RESTORE OUR OPEN WIRES? =

C P NORTON =

NOTED
W. C. WILLIAMS

RECEIVED
AUG 6 1952
FOR FILING

files

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

June 19, 1952

Mr. L. E. Mayo, Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

R-19247, Pux 52
Anlauf Overcrossing
Douglas County

Dear Mr. Mayo:

Herewith I hand you two copies each of (a) easement agreement, and (b) construction agreement covering the Anlauf Overcrossing structure on the Pacific Highway in Douglas County. Both copies of each instrument have been executed by the State Highway Commission and the easement agreement has been acknowledged.

In accordance with your letter of May 29th, it is expected that after execution by the Southern Pacific Company one copy of each will be returned to us for our records.

Very truly yours,

C. W. ENFIELD

By
J. W. DeSOUZA
Assistant Counsel

JWD:mb
Enc. 4

cc: Mr. H. B. Glaisyer ✓
Mr. G. S. Paxson

REFERRED TO
BY SECRETARY

Filed 7-23-

RECEIVED
JUN 16 1952
FOR FILING

3224

Salem, Oregon
June 16, 1952

RAILROAD COMPANIES
FILE No. 373

Mr. C. W. Enfield
Chief Counsel
Office

Attention: Mr. J. W. DeSouza

Attached hereto for further handling is the original and duplicate copy of (a) Easement agreement with Southern Pacific Company and (b) Construction agreement with Southern Pacific Company covering the Anlauf Overcrossing Project in Douglas County. These copies have been executed by the State Highway Commission and are now ready for the signatures of the officials of the Railroad Company.

When fully executed please return one copy of each agreement to this office for the Commission's files.

Yours very truly,

Secretary

rn
Attach: 4

FORM E-30 25M 1-52 E5419

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

June 3, 1952
Salem, Oregon

SUBJECT: Pux 52, RW 19247
Anlauf Overcrossing
Pacific Highway, DOuglas County

To: Mr. H. B. Glaisyer
Secretary, Highway Commission
OFFICE

Dear Mr. Glaisyer:

Herewith I hand you for exeuction by the State Highway Commission original and first carbon copy of (a) easement agreement with Southern Pacific Company, and (b) Construction agreement with Southern Pacific Company.

Both of the instruments relate to the Anlauf Overcrossing in Douglas County and have been approved by Mr. Enfield as to form, and the construction agreement has been checked by Mr. Paxson and meets with his approval.

After execution by the State Highway Commission, please return all copies to me for further handling.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:mb

cc: Mr. G. S. Paxson

The Anlauf overcrossing structure was awarded to Tom Lillebo as a part of Contract 3624 on Feb. 18, 1952.

NOTED
W. W. STIFFLER

FORM E-123X 25M 11-51

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

[illegible]-189 (?)

April 23, 1952

Mr. K. E. Mayo, Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

L-57
Comstock Overcrossing

Attention: Mr. Walker Paul

Dear Mr. Paul:

Your letter of April 17th addressed to Mr. R. H. Baldock, attention Mr. J. S. Paxson, with reference to Anlauf Overcrossing in Douglas County, your file 911/323, with accompanying forms of easement and construction agreement, have been referred to this office.

Mr. Paxson advises that he has talked with you and that you had requested that the instruments be returned with suggestions as to revisions.

It is suggested that paragraph 5 on page 3 of the easement be corrected so as to add the following language at the end of the paragraph: "subject, however, to paramount control of the Legislature". The reasons for this correction were discussed in connection with the Goshen Overcrossing in Lane County, and the addition of the language was approved at that time.

In the recitals, and in paragraph 2 on page 1, mention is made of the removal of the existing overhead structure. The recital would indicate that this structure is in the vicinity of the Anlauf Overcrossing, but it is understood that you intend to refer to the Comstock Overcrossing which is located approximately two miles to the North.

It would be our suggestion that any reference to the removal of the Comstock Overcrossing structure be left entirely out of this agreement, for, as pointed out in the letter to Mr. Hopkins of January 10th, it will be necessary to secure an order from the Public Utilities Commissioner before the present structure can be removed. The construction of the Anlauf Overcrossing should not be made contingent as a matter of contract upon the Highway Commission being able to eliminate the Comstock structure.

L-57

No reply has been received from Mr. Hopkins to the letter of January 10th, but it is suggested that an understanding be reached between the State Highway Commission and Southern Pacific Company that both parties will mutually cooperate and assist in securing an order from the Public Utilities Commissioner authorizing the elimination of the Comstock Overcrossing. It might be desirable for the Commission and Southern Pacific Company to file a joint petition before the Public Utilities Commissioner and jointly meet any opposition which may arise.

It also is noted that the form of agreement with the contractor calls for 50,000/100,000 property damage. The call for bids provided that the contractor should furnish protective property damage in the sum of $200,000/400,000 and, in view of the fact that the contractor has already included that amount of protection in his bid, it is suggested that the form of agreement be revised accordingly. It is noted that several recent agreements have been sent to us specifying $50,000/100,000 property damage and we assume that that amount is considered satisfactory. We, therefore, plan on writing further specifications upon the basis of $50,000/100,000 protection.

All copies of the form of easement and construction agreement are returned to you herewith.

Very truly yours,

C. W. ENFIELD

By
J. W. DeSOUZA
Assistant Counsel

JWD:mb
Encs. 6

cc: Mr. L. P. Hopkins, Supt.
Southern Pacific Co.
Union Station, Portland, Ore.

Mr. Frank McColloch, Atty.
Southern Pacific Co.
Pacific Bldg., Portland, Ore.

Mr. G. S. Paxson
Mr. W. C. Williams

RECEIVED
MAR [illegible] 1952
FOR FILING

March 7, 1952

Mr. Tom Lillebo
Reedsport
Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3624, which was awarded to you on February 18, 1952 by the State Highway Commission, for construction of the Anlauf Structures on the Pacific Highway in Douglas County.

We are also sending your surety an executed copy of this contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded

RECEIVED
[illegible] 1952
FOR FILING

February 18, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Re: Anlauf Structures
FAP No. BFI-189(9)

This is to advise that all rights of way and permits of entry over Southern Pacific Company property have been acquired for the above project, and we propose to award a contract for same, as of this date, to Tom Lillebo of Reedsport, Oregon, the low bidder, at his bid of $90,465.00. May we have your concurrence in this award.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

GSP:ge
cc G. S. Paxson

RECEIVED
FOR FILING

February 18, 1952

The Pacific Telephone
and Telegraph Company
Eugene, Oregon

Attention: Mr. J. L. Perry

Gentlemen:

This is to advise that we have awarded the contract for the Anlauf overcrossing of the Southern Pacific Company tracks at Anlauf in Douglas County, Oregon. You are requested to proceed with the removal of your existing aerial cable between Western Union poles 615+11 and 615+12, placing it underground and replacing it in its present location on completion of the bridge project.

I understand that the estimated cost for this work is $600. We agree to reimburse your company for the cost of the work upon submission of proper billing supported by two copies of your pay rolls, invoices for material, and other evidence supporting the billing.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

GSP:gm
cc G. S. Paxson
L. R. Allen

RECEIVED
FOR FILING

February 19, 1952

The Western Union Telegraph Company
125 - 12th Street
Oakland 7, California

Attention: Mr. C. P. Horton

Gentlemen:

This is to advise that the contract for the construction of the Anlauf overcrossing of the Southern Pacific Company tracks at Anlauf in Douglas County, Oregon, has been awarded, as of this date, and you are requested to proceed with the revision of your lines as outlined in my letter of January 23, 1952.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

[illegible]
cc G. S. Paxson
L. R. Allen

RECEIVED
MAY 28 1952
FOR FILING

AGENDA
F[illegible]

February 18, 1952

Mr. Tom Lillebo
Reedsport, Oregon

Dear Mr. Lillebo:

The State Highway Commission on January 31, 1952, accepted your proposal for the Umlauf Structures on the Drain Connection to the Pacific Highway in Douglas County, for the sum of $90,465 and awarded contract No. 3624 to you subject to clearance of right of way and concurrence from the Bureau of Public Roads. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

I am enclosing a copy of the proposal form, which contains specifications, and may be useful pending preparation of the contract forms.

This confirms my wire to you of this date.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

ed
Enc.

cc - W. C. Smith
Goldie Lewis
S. H. Probert
W. M. Franswa (S.I.A.C.)
G. S. Paxson

STIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE	LETTER TELEGRAM
VICTORY LETTER	SHIP RADIOGRAM

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

2:30 p.m.
Salem, Oregon
February 18, 1952

Mr. Tom Lillebo
Reedsport, Oregon

The State Highway Commission today received satisfaction of condition governing award to you of contract for Anlauf Structures on Drain connection to Pacific Highway in Douglas County for which you submitted low bid on January 31. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

Confirmation
C. W. Mead
Accounting (5001-900)
Files

RECEIVED

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

February 18, 1952
Salem, Oregon

SUBJECT: Divide-Anlauf Section
Pacific Highway
Douglas County

To:

Mr. W. C. Williams
Ass't. State Highway Engineer
OFFICE

Dear Mr. Williams:

All rights of way on this section have either been acquired or placed under condemnation. As far as this Department is concerned, the contract may be awarded.

R. L. Porter
R. L. Porter
Ass't. Right of Way Engineer

RLP:jb

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FOR FILING

SOUTHERN PACIFIC COMPANY
65 MARKET STREET, SAN FRANCISCO 5, CALIF.

February 15, 1952

C
O
P
Y

Mr. R. H. Baldock (2)
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attn: Mr. Forrest Cooper

Dear Sir:

Referring to your telegram of February 11 concerning right of entry for all longitudinal encroachments between Divide and Comstock in order that construction contract may be awarded in advance of execution of formal easement and construction agreements between State and railroad.

The State of Oregon, through its Highway Department, is hereby granted permission to enter on our right of way on those areas over which easement is to be granted the State for slope encroachments at four locations between our Mile Posts 617 and 622. This permission is granted in order that the State may let its contract in advance of execution of formal agreements.

This right of entry is granted contingent upon the State's executing the formal agreements when presented and with the understanding that the Contractor is to execute usual form of agreement and furnish insurance coverage acceptable to Railroad in advance of performing any work on Railroad premises.

A copy of this letter is also furnished you for signature of the Highway Engineer, or his authorized agent, accepting the conditions under which the right of entry is granted, this copy to be returned to me when so accepted.

Yours very truly,

[illegible] MAYO

ACCEPTED BY STATE OF OREGON

BY________________________
State Highway Engineer

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FOR FILING

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE	LETTER TELEGRAM
VICTORY LETTER	SHIP RADIOGRAM

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

R H BALDOCK
OREGON STATE HIGHWAY ENGR SALEM ORG

Feb. 14, 1952

COPY

YOUR WIRE FEB 11 RE PERMIT OF ENTRY DIVIDE COMSTOCK. NOW HAVE AUTHORITY PERMIT RIGHT OF ENTRY REMAINDER DIVIDE COMSTOCK HIGHWAY IMPROVEMENT WHERE OUR RIGHT OF WAY AFFECTED UNDER SAME CONDITIONS PERMIT GRANTED ANLAUF OVERHEAD AND ADJACENT LONGITUDINAL ENCROACHMENT

G E MAYO SP CO.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE	LETTER TELEGRAM
VICTORY LETTER	SHIP RADIOGRAM

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM ORE FEB. 11, 1952

E. E. MAYO, CHIEF ENGINEER
SOUTHERN PACIFIC COMPANY
65 MARKET STREET
SAN FRANCISCO 5, CALIFORNIA

C
O
P
Y

HAVE RECEIVED YOUR PERMIT OF ENTRY DATED FEBRUARY 7 FOR ANLAUF OVERCROSSING AND ONE ADDITIONAL LONGITUDINAL ENCROACHMENT. WE UNDERSTOOD PERMIT OF ENTRY WOULD INCLUDE ALL OF LONGITUDINAL ENCROACHMENTS BETWEEN DIVIDE AND ANLAUF. PLEASE CONFIRM IF YOUR LETTER INTENDED TO COVER ALL ENCROACHMENTS AS WE UNDERSTOOD IT WOULD. OUR TIME TO AWARD CONTRACT WILL EXPIRE NEXT MONDAY. BEST PERSONAL REGARDS.

R. H. BALDOCK
STATE HIGHWAY ENGINEER

RECEIVED
18 1952
FOR FILING

February 13, 1952

Mr. E. E. Mayo
Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco, California

Dear Mr. Mayo:

I am attaching hereto copy of your letter of February 7. I have accepted for the State the conditions therein relative to the right of entry onto the railroad property and have affixed my signature thereto.

I will greatly appreciate your giving us the right of entry to the other encroachments between Divide and Anlauf.

Thanking you for your courtesy, I remain

Very respectfully,

R. H. Baldock
State Highway Engineer

RHB:hi
Enclosure
cc Mr. W. C. Williams
Mr. G. S. Paxson
Mr. S. H. Probert

7-51-4M

Southern Pacific Company

S-2705

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

E. E. MAYO
CHIEF ENGINEER
C. J. ASTRUE
ASSISTANT CHIEF ENGINEER
R. W. PUTNAM
ENGINEER MAINTENANCE OF WAY AND STRUCTURES
W. M. JAEKLE
ASSISTANT ENGINEER MAINTENANCE OF WAY AND STRUCTURES

IN REPLY PLEASE REFER TO

February 7, 1952

911/323

Mr. R. H. Baldock (2)
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attn.: Mr. G. S. Paxson
Bridge Engineer

Dear Sir:

Reference is made to your letter dated January 3, 1952, to Superintendent L. P. Hopkins at Portland, Oregon, concerning the proposed Anlauf overcrossing project in Douglas County and your request that the Highway Commission be granted right of entry in order that the construction contract may be awarded in advance of execution of the formal easement and construction agreements between the State and Railroad.

The State of Oregon, through its Highway Department, is hereby granted permission to enter on our 200-foot right of way over which easement is to be granted the State 50 feet, more or less, on each side of the proposed highway overcrossing structure centerline, the intersection point with center of main track being Highway Engineer Station AN 16+40.52 = Railroad Engineer Station 2646+30.8. The State is also hereby granted permission to enter on an additional parcel of railroad right of way containing an area of approximately 0.749 of an acre and lying northerly of the proposed highway overcrossing for construction of highway slopes. This permission is granted in order that the State may let its contract in advance of execution of formal agreements.

This right of entry is granted contingent upon the State's executing the formal agreements when presented and with the understanding that the Contractor is to execute usual form of agreement and furnish insurance coverage acceptable to Railroad in advance of performing any work on Railroad premises.

Mr. R. H. Baldock
State Highway Engineer

A copy of this letter is also furnished you for signature of the Highway Engineer, or his authorized agent, accepting the conditions under which the right of entry is granted, this copy to be returned to me when so accepted.

Yours very truly,

Mayo

RECEIVED
FOR FILING

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE	LETTER TELEGRAM
VICTORY LETTER	SHIP RADIOGRAM

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

O. F I A227 PD-FI SAN FRANCISCO CALIF 11 453P 1952 Feb. 11 PM 5

C
O
P
Y

R. H. BALDOCK
OREGON STATE HIGHWAY ENGR SALEM ORG-

YOUR WIRE PERMIT OF ENTRY DIVIDE-COMSTOCK. PERMIT OF 7TH COVERED ANLAUF OVERHEAD AND ADJACENT LONGITUDINAL ENCROACHMENT ONLY. WE ARE REQUESTING MANAGEMENT GRANT RIGHT OF ENTRY REMAINDER DIVIDE-COMSTOCK HIGHWAY IMPROVEMENT WHERE OUR RIGHT OF WAY AFFECTED.

EE MAYO S P CO.

RECEIVED
1952
FOR FILING

February 4, 1952

Mr. Tom Lillebo
Reedsport, Oregon

Dear Mr. Lillebo:

The State Highway Commission on January 31, 1952, awarded you Contract No. 3624 for the Anlauf Structures on Drain connection to Pacific Highway in Douglas County. This award was based on your low bid of $90,465.00 submitted on that date.

I am enclosing a copy of the proposal form, which contains specifications, and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhs
Encl.

cc: H. G. Smith
S. H. Probert
G. S. Paxson
W. M. Franzwa, SIAC

RECEIVED
JAN 28 1952
FOR FILING

January 23, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Re: Anlauf Overcrossing
F. A. No. BFI-189(9)

Herewith copies of letter from the Western Union Telegraph Company and our reply thereto, covering the reimbursable work to be done by that company in connection with the protection of their wire facilities at the Anlauf Overcrossing in Douglas County.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

Attached

GSP:gm
cc G. S. Paxson

RECEIVED
JAN [illegible] 1952
FOR FILING

January 23, 1952

The Western Union Telegraph Company
125 - 12th Street
Oakland 7, California

Attention: Mr. C. F. Norton

Gentlemen:

Reference is made to your letter of January 7, 1952 advising us as to the work necessary to protect your facilities at the site of the overcrossing of the Southern Pacific Company's tracks near Anlauf in Douglas County, Oregon, and including an estimate of the cost of this work.

This is to advise our approval of the procedure outlined in your letter. We will accept billing from your company for the work when done. Billing should be accompanied by two copies of pay rolls, invoices for material, and other evidence supporting the billing.

Bids will be opened for the construction of this project at the meeting of the Highway Commission on January 31 and February 1, and, if satisfactory bids are received, a contract will be awarded. We would appreciate plans being made so that the work of rearranging your wire facilities may be done immediately after the contract for construction of the work is awarded. We will advise you after the Highway Commission meeting whether a contract has been awarded for the work.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

GSP:gm
cc C. G. Polk (3 copies)
G. S. Paxson

THE WESTERN UNION TELEGRAPH COMPANY
125-12TH STREET
OAKLAND 12, CALIF.

C. P. NORTON
AREA SUPERINTENDENT
PLANT AND ENGINEERING DEPT.

January 7, 1952

ESTIMATES - PD - 648-51 - S.P. - Anlauf, Ore. - Highway Overpass

G.S. Paxson, Bridge Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

This refers to your letter of December 3, 1951, informing us of the Highway Department's plans to construct an overcrossing of the Southern Pacific tracks, near Anlauf, in Douglas County, Oregon.

We have made a field check to determine what will be necessary to safeguard our open wire facilities during the construction work, to restore the open wire line to its original position upon completion of the bridge work.

It is proposed to install an 11-pr. Type GNB underground cable between poles numbered 11 and 12, Mile 615, and temporarily remove all open wires in this span. The temporary work includes the replacement of the 20-ft. poles with 25-ft. terminal poles in order to provide sufficient clearance for the cable boxes and terminal equipment. Upon completion of the bridge work the open wires salvaged from the temporary work will be restrung and the $1\frac{1}{2}$"pipe, cable and terminal equipment salvaged for reuse.

Our estimate does not include costs for handling The Pacific Tel. & Tel Company's aerial cable. That Company will handle its own facilities.

No Southern Pacific signal facilities are involved.

The estimated costs for both the temporary and permanent work are as follows:

	Temp. Work	Perm. Work	Total Cost
Labor	$ 825	660	1485
Material	378	49	427
Other Disbursements	84	66	150
Soc. Sec. and Unemp. Ins. Taxes	33	26	59
Pensions and other Benefits, Group Ins., Vacation Pay and Holiday Excused Time	120	96	216
Workmens' Comp. Benefits	25	20	45
PL and PD	8	7	15
Supply Expense on Material	19	2	21
Transportation on Material	113	15	128
	1605	941	2546

#2

	Temp.Work	Perm.Work	Total Cost
Carried Forward	$ 1605	941	2546
Credits	- 244	-	-244
Net Cost to State	$ 1361	941	$2302

Four copies of a field sheet showing the details of the proposed work are attached.

If the plan of work and estimate of costs are satisfactory, please let us have a service agreement to cover reimbursement to the Telegraph Company of the expense it incurs in connection with the proposed work.

Yours truly,

C P Norton

Area Superintendent
Plant & Engineering

JPL:SG
GWS

att.

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JAN 1 [illegible] 1952
FOR FILING

R 11-1-1(1)

[illegible]

January 3, 1952

Southern Pacific Company
Union Station
Portland 9, Oregon

Attention: Mr. L. P. Hopkins
Superintendent

Gentlemen:

Re: Anlauf Overcrossing

The State will receive bids for the construction of an overcrossing of the Southern Pacific Company's Siskiyou Branch near Anlauf in Douglas County on January 31, 1952. The project was the subject of a hearing before the Oregon Public Utilities Commissioner on December 18, 1951, and is authorized by his order dated December 20, 1951.

Attached hereto are three copies of the specifications and three prints from our Drawing 10137, which is the plan and elevation of the structure. The specifications are complete except for the quantities of the items which will be inserted prior to the call for bids. Your attention is called to Pages 2 to 6, which cover protection of railroad property and provisions for insurance.

Because of the time required to process the formal agreement between the state and your company granting easement across your right of way, we ask that the matter be handled in the same manner as at the Goshen overcrossing project in Lane County, where, under date of March 2, 1951, we were granted a permit of entry pending completion of the formal agreement.

We want to award a contract for this project when bids are received on January 31 and would appreciate early action on this request.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP:gm
Encl.

cc G. S. Paxson

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FOR FILING

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 27, 1951

SUBJECT: PUX 52
Anlauf Overcrossing
Douglas County

To:
Mr. W. C. Williams ✓
Mr. H. G. Smith (2)
Mr. G. S. Paxson
Mr. E. A. Collier (2)
Mr. K. D. Lytle
Mr. F. B. Crandall
Mr. E. A. Skelley

NOTED
W. C. WILLIAMS

Gentlemen:

Herewith I hand you copy of PUC Order No. 28913, covering crossing of the tracks and right of way of Southern Pacific Company near Anlauf in Douglas County, Oregon.

The order appears to be in accordance with the petition and the testimony taken except in the petition a bobble was made, and the order provides for guard rails for a distance of 200 feet on each side of the point of intersection.

The order, however, provides that the construction shall be done in accordance with changes or amendments that may be agreed upon between the parties in interest so that there should be no difficulty in reducing the length of the guard rails by agreement with the railroad company.

Very truly yours,

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:mb
Enc.

RECEIVED
DEC 24 1951
LEGAL [illegible]

P.U.C. OREGON ORDER NO. 28913

BEFORE THE PUBLIC UTILITIES COMMISSIONER OF OREGON

In the matter of the Application of the State of Oregon, by and through its State Highway Commission, for authority to cross over the tracks and right of way of the Southern Pacific Company on the Pacific Highway near Anlauf in the Northeast quarter of the Southwest quarter (NE¼SW¼) of Section 30, Township 21 South, Range 4 West, W.M. in Douglas County, Oregon.

F-2332

Pursuant to statutory notice to all parties in interest, the above entitled matter came on for hearing on Tuesday, December 18, 1951, at 9:00 A.M., in the Office of the County Commissioners in the Douglas County Courthouse, at Roseburg, Oregon, before C. E. Jaqua, Utility Engineer, sitting as Examiner for Chas. H. Heltzel, Public Utilities Commissioner of Oregon.

The following appearances are of record herein:

J. W. DeSouza, Assistant Counsel, Salem, Oregon
In behalf of Oregon State Highway Commission

Edwin L. Graham, Portland, Oregon
In behalf of Southern Pacific Company

Whereupon evidence was introduced, the hearing concluded, and the matter submitted for determination.

After due consideration of the record, evidence, and law in the matter, the Commissioner makes and enters the following findings, conclusions, and order, to-wit:

FINDINGS

That on December 3, 1951, the Commissioner received in his office the application of Oregon State Highway Commission for authority to construct over the tracks and right of way of Southern Pacific Company an overhead structure which will be part of a connecting highway between the present Pacific Highway and the newly aligned Pacific Highway at or near Anlauf in the Northeast quarter of the Southwest quarter of Section 30, Township 21 South, Range 4 West, Willamette Meridian, Douglas County, Oregon.

That upon completion of the project, the connecting road of which this structure is a part will be a section of the Umpqua Highway and will carry a volume of vehicular traffic estimated to be 1,900 vehicles per day.

That there are at present approximately 12 train movements per day over Southern Pacific Company railroad at this point and with such a heavy vehicular and rail movement a crossing at grade at this point would not be in the public interest.

That the petitioner proposes to finance construction of said project from State and Federal Highway funds and that Southern Pacific Company will not be required to bear any share of the costs of construction.

That upon completion, the Oregon State Highway Commission will maintain the structure with its approaches and appurtenances thereto and that Southern Pacific Company will maintain the railroad track structures and their appurtenances and facilities.

That the Oregon State Highway Commission and Southern Pacific Company are in accord and have agreed on things to be done by railroad company and things to be done by Oregon State Highway Commission made necessary by the construction of the overcrossing structure as follows:

THINGS TO BE DONE BY STATE:

(a) Prepare plans and specifications and award a contract or contracts for construction of the said project and supervise the construction thereof.

(b) Finance the construction of said project, without participation therein from funds of Railroad Company, from State and Federal Highway funds, including reimbursement to Railroad Company, for the necessary expenses incurred in connection therewith which are reimbursable under and not prohibited by the terms of General Administrative Memorandum No. 299 issued by the Public Roads Administration, and amendments thereof and supplements thereto.

(c) Maintain the said structure with its approaches and appurtenances after the completion of the project.

THINGS TO BE DONE BY RAILROAD COMPANY:

(a) Grant to State an easement one hundred (100) feet in width, being fifty (50) feet on each side of the highway center line across the right of way of Railroad Company.

(b) Make such revisions in existing telegraph and telephone lines and signal lines and systems as may be required to safeguard them during the construction of the project and re-install the same in permanent locations after completion of the project.

(c) Furnish and install guard rails on and along the existing railroad main line track for a distance of two hundred (200) feet on each side of the point of intersection of the highway and railroad center lines at the said proposed overcrossing.

(d) Remove and replace railroad right of way fencing.

(e) Furnish such watchman and flagman services as may be necessary and required to safeguard railroad operations during the construction of the project.

(f) Maintain the railroad tracks and their appurtenances and facilities after completion of the project.

That the minimum vertical clearance as set out by the Public Utilities Commissioner of Oregon in P.U.C. Oregon Order No. 99 will be impaired by falsework during construction period and that authorization for such impairment should be made a part of this order.

CONCLUSIONS

1. That the construction of an overhead crossing at or near Anlauf as set forth in the petition is necessary and proper for the convenience and safety of the public in that a safe crossing is provided for a large volume of vehicular traffic over Southern Pacific Company's tracks and right of way at this location.

2. That no benefits will accrue to the Southern Pacific Company by the construction, and that the railroad company should be reimbursed for any and all costs incurred in connection with the construction of the overcrossing.

Based on the foregoing findings of facts and conclusions, the Commissioner enters the following

ORDER

IT IS ORDERED that the application of the Oregon State Highway Commission for authority to cross over the tracks and right of way of Southern Pacific Company at or near Anlauf in the Northeast quarter of the Southwest quarter, Section 30, Township 21 South, Range 4 West, Willamette Meridian, in Douglas County, Oregon, by means of an overcrossing structure to be a part of a connection between the present Pacific Highway and the newly aligned and revised section between Divide and Anlauf, be and the same is hereby granted.

IT IS FURTHER ORDERED that the construction of the overcrossing shall be in substantial conformity with plans and profiles attached to the application and by this reference made a part hereof or in accordance with changes or amendments that may be agreed upon between the parties in interest and as above set forth in "FINDINGS" under "THINGS TO BE DONE BY STATE" and "THINGS TO BE DONE BY RAILROAD COMPANY."

IT IS FURTHER ORDERED that the cost of construction of the overcrossing shall be borne by Oregon State Highway Commission, using such state and federal funds as are available and that the railroad company shall be reimbursed for all required or proper expenditures made necessary by the construction in accordance with, and governed by, the terms of General Administrative Memorandum No. 299 and Amendments thereof and Supplements thereto issued by the Public Roads Administration.

IT IS FURTHER ORDERED that upon completion, the Oregon State Highway Commission shall maintain the overhead structure, including piers, abutments, decks, and roadway surfaces and that Southern Pacific Company shall maintain their track structure and other railroad facilities and appurtenances.

IT IS FURTHER ORDERED that any impairment to standard clearances, as set forth in P.U.C. Oregon Order No. 99, which may be caused by the erection of falsework necessary to construction are herein authorized for such a period of time as may be necessary.

IT IS FURTHER ORDERED that upon completion the designation C-614.9-A shall be assigned thereto for purposes of identification in the Commissioner's Catalog of Crossings in the State of Oregon.

Dated at Salem, Oregon, this 20th day of December, 1951.

CHAS. H. HELTZEL

Public Utilities Commissioner

ATTEST:

MARJORIE K. SHAFFER

Secretary

(OFFICIAL SEAL)

R FILMING

FORM E-30 28M 8-51 47198

W. C. WILLIAMS

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 19, 1951

SUBJECT: PUX 52 - Anlauf Overcrossing
Southern Pacific Co., Pacific Hwy.
Douglas County

To: Mr. W. C. Williams ✓
Mr. G. S. Paxson
Mr. K. D. Lytle
Mr. F. B. Crandall

Gentlemen:

Hearing was held on the application of the Highway Commission for an overcrossing of the tracks and right of way of the Southern Pacific Company at Anlauf in Douglas County in the county court house at Roseburg at 9:00 a.m. on Tuesday, December 18, 1951, before C. E. Jacqua, sitting as special examiner for the Public Utilities Commissioner.

Southern Pacific Company was represented by Mr. Edwin C. Graham and the Commission was represented by the writer.

Immediately preceeding the hearing the answer of Southern Pacific Company was filed, which answer set out the consent of Southern Pacific Company to the issuance of an order conditioned upon being furnished by the State's contractor with insurance covering both accident and occurence liability. At the beginning of the hearing I moved to strike all language relating to the furnishing of insurance upon the grounds, and for the reason, that the allegations were incompetent, immaterial and irrelevant, and not within the jurisdiction of the Public Utilities Commissioner. Mr. Graham conceded that the motion probably was well taken, but took the position that if the motion were to be granted the consent of Southern Pacific Company to the issuance of an order automatically would be withdrawn, and the case would have to proceed strictly upon its merits. When pressed for a ruling, the Examiner, Mr. Jacqua, overruled the motion, stating that he would let the answer stand for such value as it might have. An exception was taken.

Mr. B. A. Martin testified regarding the general project. Mr. J. Gately testified regarding traffic, and Mr. G. S. Paxson testified regarding type and design of the structure. No witnesses were placed on the stand by Southern Pacific Company.

At the conclusion of the hearing Mr. Jacqua stated, off the record, that an attempt would be made to get out an order at an early date.

Very truly yours,

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:mb

R FILING

FORM E-30 25M 3-51 47198

W. C. WILLIAMS

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 19, 1951

SUBJECT: PUX ____ Overcrossing Station 202
Divide-Anlauf Unit, Divide-Rice Hill Sec.
Douglas County

To: Mr. W. C. Williams
Ass't. State Highway Engineer
OFFICE

Dear Mr. Williams:

I have been advised that in the vicinity of Station 202 on the Divide-Anlauf Unit of the Divide-Rice Hill Section there is a sawmill in operation, and, at the present time, the timber is brought into the mill by the use of a caterpillar tractor. I am further advised that after the construction of the highway this method of operation no longer will be possible and that it will be necessary that the logs be hauled across the highway by truck. Such a procedure means that there will be a private truck road crossing of the highway and, under § 100-3801 et seq., O.C.L.A. it will be necessary that a petition be filed and an order secured from the Public Utilities Commissioner authorizing such a crossing.

It will be necessary that information be given to me at the earliest possible moment for the preparation of the necessary petition and the information which has to be set out in the petition is, in general, as follows:

(a) The location, type and ownership of the private road.

(b) The character and kind of commodity to be moved thereover.

(c) The maximum size, gross weight of vehicle and load, and gross axle weight of the trucks to be used.

(d) Place or site at which the crossing is to be constructed.

(e) The name of the public highway involved.

(f) The anticipated period of use.

(g) The width of the truck roadway.

(h) The view at the crossing.

(i) The estimated number of truck movements and the traffic on the highway.

(j) Grades on the truck road.

(k) The hours of hauling, that is, whether or not there will be any night operations.

(l) The recommended crossing protection.

(m) The responsibility for payment of the construction of the crossing and also for its future maintenance.

(n) The location by smallest legal subdivision, of the crossing.

Very truly yours,

J. W. DeSouza

J. W. DeSOUZA
Assistant Counsel

JWD:mb

cc: Mr. H. G. Smith

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FOR FILING
FORM E-90 25M 3-51 47190

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 7, 1951

SUBJECT: PUX 52 - Anlauf Overcrossing

To: Mr. W. C. Williams
Ass't. State Highway Engineer
OFFICE

Dear Mr. Williams:

Hearing on the application of the Highway Commission for an overcrossing over the Southern Pacific Railroad at Anlauf has been set for Tuesday, December 18, 1951, at 9:00 A.M. in the Douglas County Court House in Roseburg.

Mr. Paxson has advised me that he will be present. Mr. Smith has advised that Mr. Martin will be present, and Mr. Crandall has advised that Mr. Gately will be present.

This communication is written merely as a matter of information and as a reminder regarding the procedure.

Very truly yours,

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:mb

cc: Mr. G. S. Paxson
Mr. H. G. Smith
Mr. F. B. Crandall
Mr. K. D. Lytle

13-8305 Burns Rock Production Pro- 1952
ject on the Central Ore. & John
#3625 Day-Burns Hwys. around Burns.

October 1952

FINAL COST ANALYSIS

Contract #3625
Burns Rock Production

Prefix 13-8305
Central Ore. & John Day-Burns Hwys.
Barney B. Helser-Contractor
John T. Burch-Resident Engineer

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/4"-½" Cr. Rock in S. P.	2,612.2	Cu. Yds.	$3.25	$2.59	$ 6,765.60	$ 8,489.65
½"-¼" " " " "	2,738.1	" "	3.25	2.59	7,091.68	8,898.83
¼"-10 " " " "	1,500	" "	3.25	2.59	3,885.00	4,875.00
½"-10 " " " "	1,455.6	" "	3.25	2.59	3,770.00	4,730.70
S.P. Haul Adj.,Favor of Contractor	157.5	Yd. Mi.	0.12	0.12	18.90	18.90
S.P. Screen Reject	97.9	Cu. Yds.	0.25	0.25	24.48	24.48
P.A. #1, ½"-10 Cr. Rock in S. P.	2,222.5	" "	2.90	2.109	4,687.25	6,445.25
Rock Sold to City of Burns	250	" "	2.75	1.999	499.75	687.50
Rock Sold to Harney County	350	" "	3.50	2.48	868.00	1,225.00
Rock Sold to City of Hines	2,210	" "	3.00	2.48	5,472.41	6,630.00
					$33,083.07	$42,025.31

Gross Revenue	$42,025.31
Total Cost	33,083.07
Net Profit	$ 8,942.24

Net Profit Equals 21.2% of Gross Revenue

Burns Rock Production
Contract #3625

Detail of Cost

Labor:		
Labor and Supervision	$11,355.37	
Labor Insurance	760.81	
		12,116.18
Equipment Rentals & Misc. Supplies:		
Equipment Rentals (Owned)	9,942.00	
Hired Trucks (Inc. operators)	3,034.54	
Gas, Oil & Grease	2,915.40	
Explosives	1,360.00	
Drill Steel & Bits	136.00	
Freight & Cartage	675.29	
P. U. C. Fees	72.40	
P.L. & P.D. Insurance	141.45	
Small Tools & Misc. Supplies	448.50	
Cost of Stockpiling at .10 per yd.	1,052.84	
Bond	251.12	
Home Office & General Overhead	937.35	
		20,966.89
Total Cost		$33,083.07

Burns Rock Production
Contract #3625

Breakdown of Crushing Costs

Item	Quantity	Unit	Total Cost	Unit Cost
Move In and Setup	13,338.4	Cu. Yds.	$ 4,472.16	$0.335
Drill & Shoot	13,338.4	" "	4,035.28	0.302
Load & Haul to Crusher	13,338.4	" "	5,228.46	0.391
Crushing	13,338.4	" "	12,959.08	0.971
Haul to S. P.(Av. haul 3.8 mi.)	13,188.4	" "	5,228.88	0.481
Stockpiling	10,528.4	" "	1,159.21	0.11
			$33,083.07	$2.59

Actual crushing time 417 hours.

Average production 31.9 cubic yards per hour.

Burns Rock Production
Contract #3625

Remarks:

This was a "State Project" for crushing and stockpiling 8,600 cubic yards of crushed rock. The contract was bid and awarded January 31, 1952. The contractor started moving into the specified quarry, located on the southerly side of and adjacent to the Central Oregon Highway at Mile Point 125.5. Crushing was started June 14, 1952, and all crushed materials completed July 29, 1952.

The quarry was drilled and shot with down holes. The rock was then loaded with 1/2 cubic yard gas shovel and hauled to the crusher in 1-6 cubic yard truck. The three crusher plant operated two-8 hour shifts per day, 6 days a week. All crushed materials were hauled in hired trucks. The stockpiling was subcontracted for $0.10 per cubic yard.

The contractor had good bid prices and with the extra sales of crushed materials to the City of Burns, City of Hines and Harney County realized a nice profit from this project.

E. H. Clymer
Chief Cost Analyst

By . . . K. T. Wechter

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[illegible]
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
Sep. 22, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
13-11 3625	3-final	Barney B. Helser

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
17436	R-49747	$ 980.61	Sep. 22, 1952

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: July 31, 1952

Time Extensions: None

Completion Date: July 28, 1952

Date Accepted: Aug. 18, 1952

Penalties: None of record

Claims: None of record

Remarks:

Date: 9-24-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: [illegible]

NOTED ON CARD

RECEIVED
SEP 5 1952
FOR FILING

September 5, 1952

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3625 for rock production on the Burns Section of the Central Oregon and John Day-Burns Highways in Harney County was completed by the contractor, Barney B. Helser, on July 28 and was formally accepted by the Highway Commission on August 18, 1952.

Final payment in the amount of $980.61 will be released to the contractor on or after September 15, 1952. The total contract amount is $33,482.81 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is being sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
[illegible]

RECEIVED
[illegible]
FOR FILING

August 26, 1952

Great American Indemnity Company
Wells-Reed Insurance, Agents
412 Failing Building
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Barney B. Helser on Contract No. 3625, covering rock production on the Central Oregon and John Day-Burns highways in Harney County. This payment, in the amount of $20,441.98, will be made on or after September 5th. The retained percentage is $1,005.22.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

NOTED ON CARD

Form E-1—10M—4-51

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 9, 1952

Section Burns Rock Production

Kind of work Rock Production

Highway Central Oregon & John Day-Burns

Section prefix 13-8305

Contractor Barney B. Helser

Contract number 3625

Date of contract January 31, 1952

Date of completion July 31, 1952

Date work started May 22, 1952

Estimated date of completion July 28, 1952

Amount of contract $ 27,950.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 27,212.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 1,900.00, 6.8 %

Date project was completed July 28, 1952

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Project completed on July 28. Semifinal estimate sent to the Division Engineer on August 4.

Contractor has moved out equipment and cleaned up site.

FINAL REPORT

NOTED
H. G. SMITH

RECEIVED
AUG 11 1952
OFFICE OF
CONSTRUCTION ENGINEER

Signed

Address Burns

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

NOTED
B. A. MARTIN

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			8,600		
Estimated quantities moved or placed to date		P.A. #1	8,306 2,222		
Average daily quantities			124		
Average daily quantities necessary to complete project on time			completed		
Number shifts per day			"		
Hours per shift			"		
Average force on project for week			"		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

RECEIVED
MAR 7 1952
FOR FILING

March 7, 1952

Mr. Barney B. Helser
Gaylord
Oregon

Dear Sir:

We enclose herewith, for your records and files, two fully executed copies of contracts which were awarded to you by the State Highway Commission, as follows:

Contract No. 3625, for the Burns Rock Production Project on the Central Oregon and John Day-Burns Highways in Harney County, awarded January 31, 1952.

Contract No. 3634, for the Lexington Rock Production Project on the Heppner and Lexington-Echo Highways in Morrow County, awarded February 1, 1952.

Executed copies of the above contracts are also being sent to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

RECEIVED
FEB 5 1952
FOR FILING

February 4, 1952

Mr. Barney B. Helser
P.O. Box 49
Gaylord, Oregon

Dear Mr. Helser:

The State Highway Commission on January 31, 1952, awarded you Contract No. 3625 for the Burns Rock Production Project on the Central Oregon and John Day-Burns Highways in Harney County. This award was based on your low bid of $27,950.00 submitted on that date.

I am enclosing a copy of the proposal form, which contains specifications, and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhs
Encl.

cc: H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

322-1712 Mill City (South 1st Ave.) 1952
Paving Project in Mill City.

#3626

November 14, 1952

Mr. Lee S. Ross
City Recorder
Mill City, Oregon

Dear Sir:

This is to advise that Contract No. 3626 with Rogers Construction Co. for paving on the Mill City (South First Street) Street Section was completed September 20, 1952, and accepted by the Highway Commission October 20, 1952.

Under the terms of the agreement between the City of Mill City and the State Highway Commission dated April 13, 1951, the City assumes the maintenance of and continues jurisdiction over the above project as of the date of completion, September 20, 1952.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

RHP:MM

RECEIVED
FOR FILMING

3626

OREGON STATE HIGHWAY DEPARTMENT
(date)
Oct. 24, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACT0R)
3626	3-final	Rogers Construction Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
19813	R-52323	$ 484.00	10/23/52

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1952

Time Extensions: None

Completion Date: Sep. 20, 1952

Date Accepted: Oct. 20, 1952

Penalties: None of record

Claims: None of record

Remarks:

Date: 10-27-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: a a Michlander

10-25-53

RECEIVED
FOR FILING

R

October 15, 1952

Fidelity & Casualty Co. of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

State Highway Contract No. 3626 for paving on the Mill City (S.1st Ave.) City Street Section in Linn County was completed by the contractor, Rogers Construction Co., on September 20, 1952 but has not as yet been accepted by the Commission.

Final payment in the amount of $484.00 will be made to the contractor after acceptance by the Highway Commission. The total contract amount is $9,983.09, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pallett,Fisher & Carlo,Inc.
U. S. National Bank Bldg.
Portland 4, Oregon

RECEIVED
FOR FILING

October 3, 1952

The Fidelity & Casualty Company of New York
80 Maiden Lane
New York 8, New York

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Rogers Construction Company on Contract No. 3626, covering paving on South First Avenue in Mill City, Linn County. This payment, in the amount of $8,035.24, will be made on or after October 13, 1952. The retained percentage is $500.00.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cc - The Fidelity & Casualty Co. of New York
60 Sansome Street
San Francisco 4, California
Attn: Carroll R. Young

Pallett, Fisher & Carlo, Inc.
U. S. National Bank Building
Portland 4, Oregon

noted on card
MD

Form E-1—10M—4-51

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 13,1952, 19

Section Mill City (1st Ave)

Kind of work Paving

Highway City Street

Section prefix 322-1712

Contractor Rogers Const. Co.

Contract number 3626

Date of contract Jan. 31,1952, 19

Date of completion Sept 30,1952, 19

Date work started Aug. 8,1952, 19

Estimated date of completion " " ", 19

Amount of contract . . . . $ 11975

Per cent of time elapsed 93 %

Estimated cost of completed project, exclusive of engineering . . . . $ 11975

Per cent of contract completed, based on total contract price . . . . 50 %

Engineering cost to date $ 400, %

Date project was completed, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Did the grader work and surfaced the street and shot the R C 3 binder course.

NOTED
H. G. SMITH

RECEIVED
SEP 18 1952
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
B. A. MARTIN

P P Whitmore

Signed P P Whitmore, Res. Engr.

Address Salem, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.41				
Miles partially completed					
Miles completed	0.41				
Total estimated quantities		1500		8 tons RC-3 5 " RS-1	130 cT B Asph Conc
Estimated quantities moved or placed to date		725		9 T RC 3	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day		1			
Hours per shift		9			
Average force on project for week		10			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	9					1	
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons	4						
Men and tractors							

Equipment used during week: Shovels ...., Power graders 1 ...., Rollers 1 ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair all week		
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
MAR 1
FOR FILING

36

March 17, 1952

Rogers Construction Co.
11760 N. E. Glisan St.
Portland 16, Oregon

Gentlemen:

We enclose herewith, for your records and files, two fully executed copies of contracts which were awarded to you by the State Highway Commission on January 31, 1952, as follows:

Contract No. 3626, for paving on the Mill City (S. 1st Ave.) City Street Section, Linn County.

Contract No. 3627, for paving on the Stout Creek-Mill City Section of the North Santiam Secondary Highway in Marion County.

We are also sending executed copies of the above contracts to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encs. 2

3/17

RECEIVED
FOR FILING

February 4, 1952

Rogers Construction Company, Inc.
11760 N. E. Glisan Street
Portland, Oregon

Gentlemen:

The State Highway Commission on January 31, 1952, awarded you Contract No. 3626 for the Mill City Paving Project in Linn County. This award was based on your low bid of $278,542.00 submitted on that date.

I am enclosing a copy of the proposal form, which contains specifications, and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhs
Encl.
cc: H. G. Smith
S. H. Porbert
W. M. Franzwa, SIAC

MILL CITY

PRELIMINARY ESTIMATE

12/21/50

First Street from "B" Street to S. W. Kingwood (Hazel) including wide intersection at "B" Street, a distance of approximately 0.42 mile.

Grade and shape street, raise low grade south of tracks, place 2" leveling course and 4" asphaltic concrete pavement 20' in width.

Unit	Quantity		Unit Price	Total
Excavation	400	c.y.	$ 1.50	$ 600.00
3"-0 in base	800	c.y.	2.00	1,600.00
Preparation of grade	0.42	mile	500.00	210.00
3/4"-0 in leveling course and shoulder	500	c.y.	4.00	2,000.00
RC in binder course	5	tons	50.00	250.00
*Asphaltic concrete	1300	tons	8.00	10,400.00
Emulsified asphalt in seal	6	tons	50.00	300.00
Aggregate in seal	20	c.y.	6.00	120.00

Preliminary Estimate of Construction	$15,480.00
12-1/2% Engineering & Contingencies	1,935.00
Preliminary Estimate	580.00
	$17,995.00

State	$15,000
City	3,000
Total Estimate	$18,000

* Based on possible contract on Mehama-Mill City job in 1951.

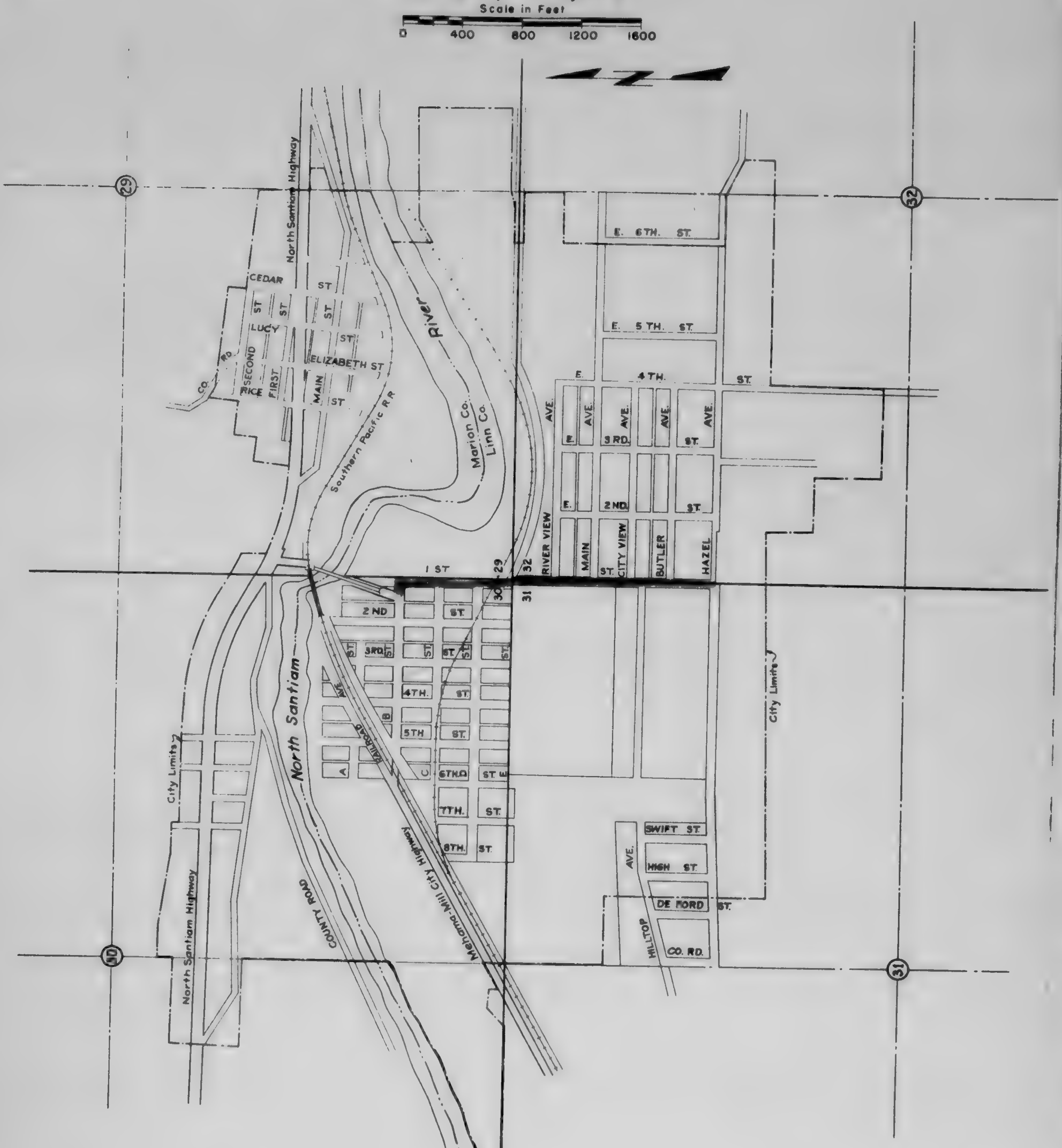
NOTE: City also to construct all drainage.

HCA:MM

MILL CITY

Marion & Linn Counties

T. 9 S., R. 3 E., W. M.



9-14-50

CITY OF MILL CITY

Mill City, Oregon

MAYOR
J. W. CATTRALL

November 6, 1950

Harold J. Myers, [illegible] Eng.
County and City Relations
State Highway Commission
Salem, Oregon

Dear Sir:

The Common Council of the City of Mill City, Oregon has asked me to inform you that they will guarantee the payment of $6,000.00 of the cost of paving First Street in Mill City, Oregon. It is understood that the Highway Commission is to pay up to $10,000.00 of the project.

The Council would like to know when they are to put up the money and whether it is to be deposited with the Commission or paid at the completion of the project. They would also like to know about when the job is to be started.

Ans - Kelly
and advised Mcatree
Nov 15-50

Yours truly,

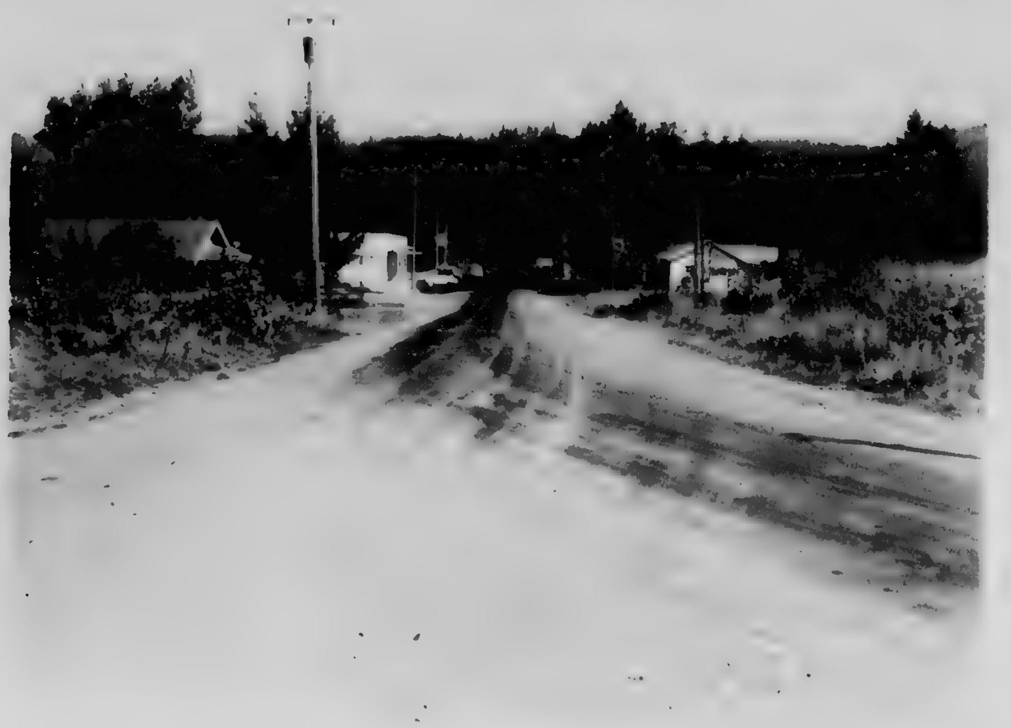
Lee S Ross

Lee S. Ross
Recorder

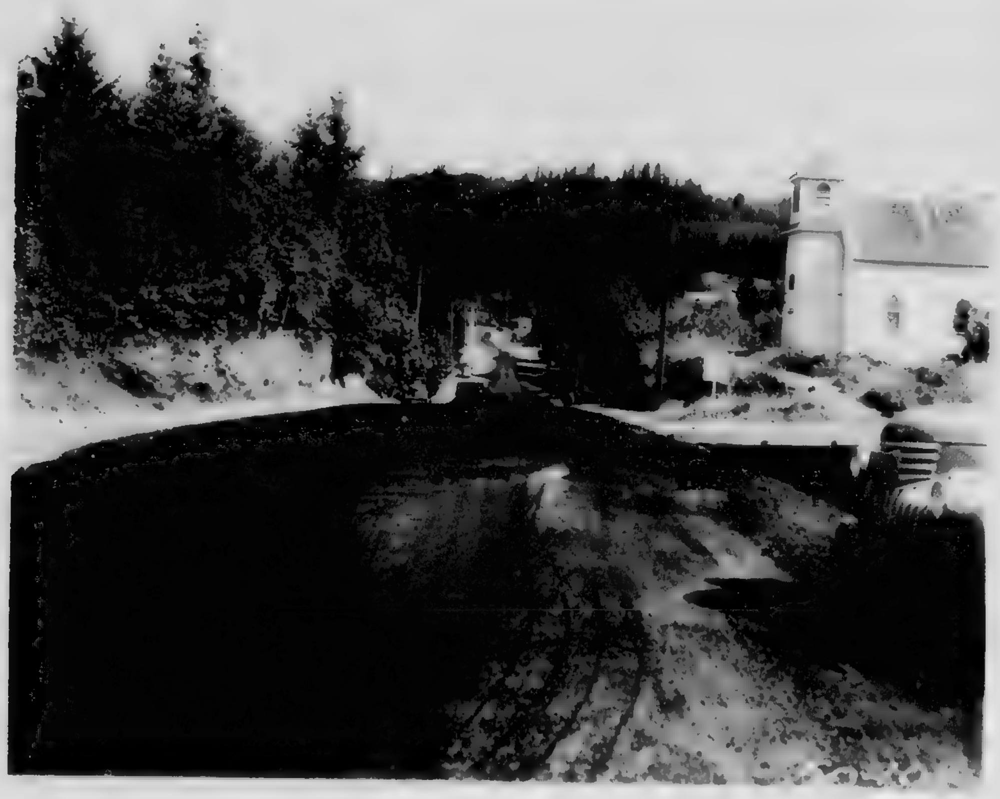
RECEIVED
NOV 10 1950
[illegible]

RECEIVED
NOV 1[illegible] 1950
OREGON
STATE HIGHWAY COMMISSION

Mill City
8-15-58



S. First St from S.W. Kingwood looking N.
8-15-58



S. First Street from S.E. Ivy looking N
8-15-58

Form cc-50
Special City Allotment

2-8-50

NOTED
J. W. CATTRALL

RESOLUTION

WHEREAS, Section 2 of Chapter 149, Oregon Laws 1949, provides:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O. C. L. A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947: and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3 of said act provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of Mill City is an incorporated city of the State of Oregon, and has a population of 1223, as given by the latest official census, and

-50

WHEREAS, the following streets of said city,

N.W. Second Avenue

First street from Hazel Ave. to Bridge and intersection

on Linn County side of State Highway bridge

Fourth street from B Street to E Street

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit,

N.W. Second Avenue

First street from Hazel Ave. to Bridge and intersection

on Linn County side of State Heighway bridge

Fourth Street from B Street to E Street

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary

to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues.

4. That the City of Mill City does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and, therefore does designate Carl H. Kelly as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 8th day of February, 1950.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- -

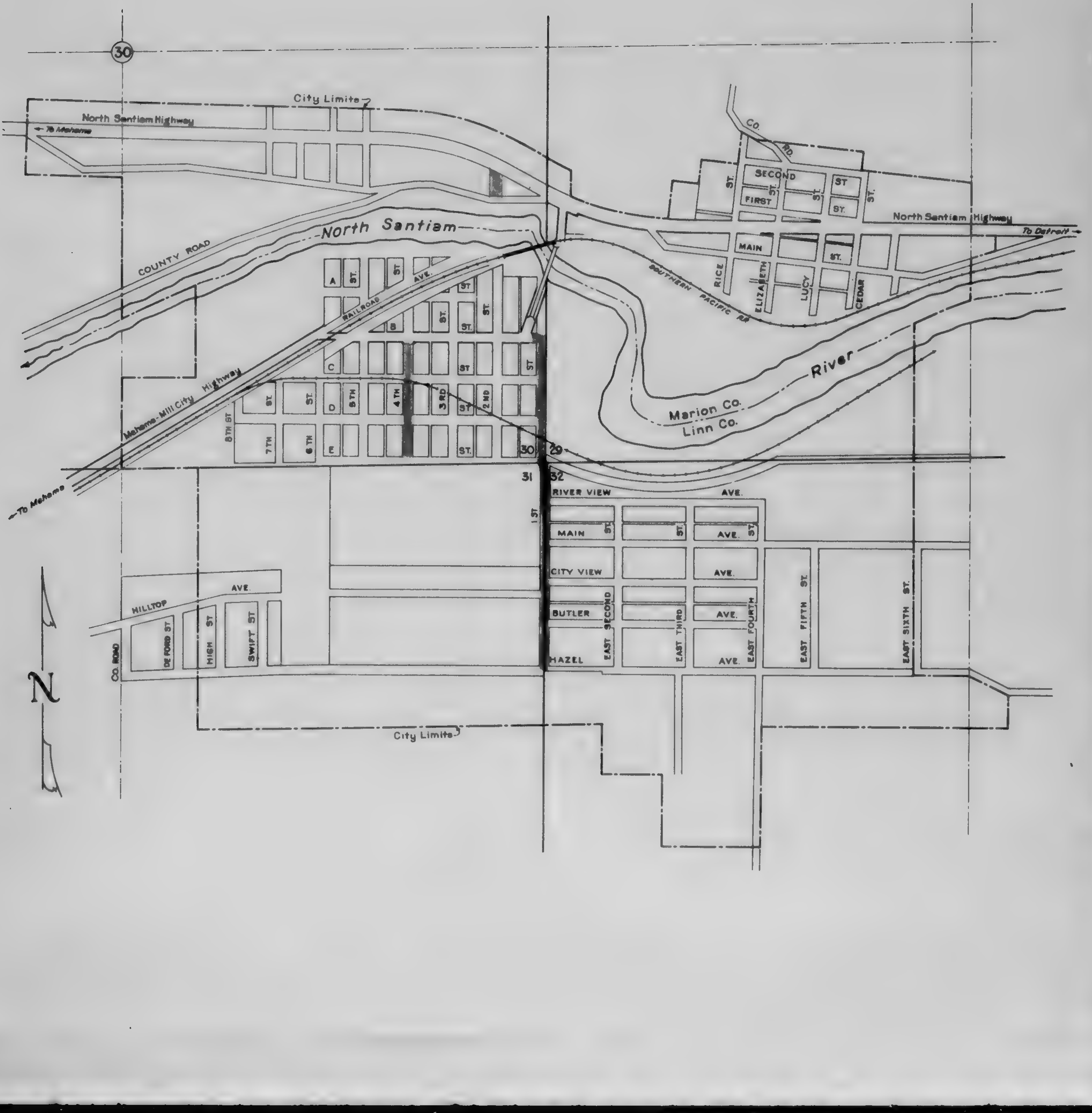
I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Mill City at a regular or special meeting of said council, held on the 8th day of February, 1950, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 8th day of February, 1950.

Earl Ragsdale
City Recorder

MILL CITY

Marion & Linn Counties



S-220(5) Stout Creek-Mill City Sec. 1952
on the North Santiam Secondary Hwy.
#3627 in and west of Mill City.

OREGON STATE HIGHWAY DEPARTMENT
(date)
March 13, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3627	5-final	ROGERS CONSTRUCTION CO.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
4229	R-62065	$ 12,215.41	March 13, 1953

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1952

Time Extensions: Nov. 1, 1952 without penalty

Completion Date: Nov. 1, 1952

Date Accepted: Nov. 24, 1952

Penalties: None of record

Claims: None of record

Remarks:

Date: 3-17-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed:

JH

3-18-53

RECEIVED
FEB [illegible] 1953
FOR FILING

February 26, 1953

The Fidelity and Casualty Co. of New York
80 Maiden Lane
New York 8, New York

Gentlemen:

State highway contract No. 3627 for work performed on the Stout Creek-Mill City Section of the North Santiam Highway in Marion County was completed by the contractor, Rogers Construction Co., on November 1, 1952 and was formally accepted by the Commission on November 24, 1952.

Final payment in the amount of $12,215.41 will be released to the contractor on or after March 9, 1953. The total contract amount is $284,176.28 of which amount $643.27 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

cc - The Fidelity & Casualty Co., of New York
Pallett, Fisher & Carlo, Inc.
U.S. National Bank Bldg.,
Portland 4, Oregon

NOTED ON CARD
2-26-53

RECEIVED
28 1953
FOR FILING

File

January 27, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are enclosing a copy of the Oregon District Land Office decision dated January 23, 1953 approving application, Oregon 02486, for appropriation of land in Marion County to be used as a material site for the Stout Creek-Mill City Section of the North Santiam Highway, Project S-220(5).

Very truly yours,

C. G. POLK
District Engineer

By

A. F. BESTER
Highway Engineer

Encl.

RECEIVED
JAN [illegible]
STA [illegible] SSION

Original with enclosure to Mr. Porter

6

RECEIVED
FOR FILING

3-92-(5)

[illegible]

December 12, 1952

Rogers Construction Co.
11760 N. E. Glisan St.
Portland 16, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on November 24, 1952, had under discussion your request for an extension of time of 92 days, from September 30, to December 31, 1952, within which to complete your contract No. 3627 for paving on the Stout Creek-Mill City Section of the North Santiam Secondary Highway in Marion County.

I am pleased to inform you that the Highway Commission granted your request to November 1, 1952, the completion date of the contract, without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: J. D. Walker,
Division Engineer

P. P. Whitmore,
Resident Engineer

H. G. Smith,
Construction Engineer

NOTED ON CARD

12-12-52

Form E-1

5-220(1)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Nov. 29, 1952, 19

Section Stout Crk-Mill City

Kind of work Paving

Highway N Santiam Secondary

Section prefix 124-1045

Contractor Rogers Const Co

Contract number 3627

Date of contract Jan 31, 1952, 19

Date of completion Sept 30, 1952, 19

Date work started July 24, 1952, 19

Estimated date of completion , 19

Amount of contract $278542

Per cent of time elapsed 100 plus %

Estimated cost of completed project, exclusive of engineering $278542

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $13600, %

Date project was completed Nov. 1, 1952, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

State forces {grading
paving bridge approaches. Engineers set grades and reset some R/W posts and ref points near west end. Off duty Thurs., Friday, Saturday, holiday and vacation.

NOTED
G. SMITH

RECEIVED
DEC 9 - 1952
OFFICE OF
CONSTRUCTION ENGINEER

Signed P P Whitmore Res Engr

Address Salem Ore

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING

RECEIVED
FOR FILING

November 26, 1952

Fidelity & Casualty Co. of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Rogers Construction Co. in connection with Contract No. 3627, for paving on the Stout Creek-Mill City Section of the North Santiam Secondary Highway, Marion County.

This payment, in the amount of $103,029.84, will be released to the contractor on or after December 5, 1952. The retained percentage is $8,411.16.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pallett, Fisher & Carlo, Inc.
U. S. National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD
11-26-52 S

RECEIVED
FOR FILMING

[illegible]

November 19, 1952

Request for extension of time
No. 15
November 24 and 25 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Rogers Construction Company for an extension of time on Contract No. 3627, Stout Creek-Mill City Paving Project on the North Santiam Highway, from September 30, 1952 to December 31, 1952.

Specifications for this project stated that the grading would be completed by another contractor by May 31, 1952, but this work was not completed until August 15 resulting in considerable delay to the paving contractor.

The contractor has requested an extension to December 31, 1952, but the job was completed on November 1, 1952. I recommend an extension to this date without penalty, and Mr. G. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Enclosure

cc Mr. H. G. Smith

HGS lg

RECEIVED
NOV [illegible] 1952
FOR FILING

November 10, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Bldg.
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 3627, Stout Creek - Mill City paving on the North Santiam Highway, Ore. S-220 (5), from September 30th, 1952 to November 1st, 1952, to Rogers Construction Company, contractors.

The specifications of this job stated that the grading work would be completed by another contractor by May 31st, 1952, but this work was not completed until August 15th, 1952. Also, the bridge over the Little North Fork River was to have been completed by August 31st, 1952, but this work was not completed by that date.

These delays were not the fault of the contractor, and I would therefore recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

EAP:sh

cc H. G. Smith

RECEIVED
NOV 6 1952
FOR FILING

[illegible]

3627

November 6, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on November 1, 1952 on Contract No. 3627, Stout Creek-Mill City Section, in connection with Federal Aid Project No. S-220(5).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP/ejc

cc: John Cattrell

Form PR 2 (Revised 1946)

State Oregon
Project No. S-220(5)

Federal Aid Secondary

(5)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 7th day of August, 1952, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 2nd day of November, 1951, a program, which was approved on the 15th day of January, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 16th day of January, 1952; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred ninety thousand and 00/100 dollars ($190,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State **Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.** (Include date and citation of act of legislature by which authorized)

(*b*) From other sources .... (State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between **survey station 326+00 in the SE 1/4, Section 14, T. 9 S., R. 1 E., W.M., and survey station 808+40 in the SE 1/4, Section 30, T. 9 S., R. 3 E., in Mill City, except stations 457+44.27 to 461+31.73,** ...., length **9.218** miles, in **Marion** County, being **Oregon Federal Aid / Secondary** project No. **S-220(5)**, consisting of **9.218** miles of roadway and **no** bridges, ~~each~~ of more than 20 feet clear span, ... ~~of a mile in length.~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secondary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of **one hundred ninety thousand and 00/100** dollars ($**190,000.00**), which does not exceed the authorized Federal pro rata share of **three hundred six thousand, three hundred ninety-six and 20/100** dollars ($**306,396.20**), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to **the State Treasurer**
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of **Oregon**
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)
Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

Attest H B Glaisyer
SECRETARY

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Chairman, State Highway Commission
(Title of officer)

By Chas K Spaulding
Member, State Highway Commission
(Title of officer)

By Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11879-2

Oregon State Highway Department

Federal Aid Secondary
Project No. S-220 (5)

STOUT CREEK-MILL CITY SECTION OF THE NORTH SANTIAM HIGHWAY IN MARION COUNTY

(Estimate as basis for project agreement. Based on low bid prices)

Salem, Oregon, April 21, 1952

Type Code 6201
Outside City (Sta. 326+00 to 777+64)

65,000	cu. yds.	4" - 0 Material in Base	$ 1.30	$ 84,500.00
13,000	cu. yds.	3/4" - 0 Material in Base and Shoulders	1.40	18,200.00
1,600	M-gals.	Sprinkling	2.00	3,200.00
8.63	miles	Preparation of Base	200.00	1,726.00
1,100	cu. yds.	3/4" - 0 Material in Binder Course	3.25	3,575.00
186	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	41.00	7,626.00
24,400	tons	Class "B" Asphaltic Concrete	5.60	136,640.00
110	tons	RS-1 Emulsified Asphalt in Seal Coat	45.00	4,950.00
650	cu. yds.	Aggregate in Seal Coat	5.00	3,250.00
			Subtotal	$263,667.00
			10% Engr. & Cont.	26,366.70
			Total	$290,033.70

Length of Roadway	8.635 miles
Length of Bridge	.073 mile (Exception)
Total Length	8.708 miles
Cost per Mile, Roadway	$335,881.52

Type Code 6201
Inside Mill City (Sta. 777+64 to 808+40)

2,000	cu. yds.	4" - 0 Material in Base	1.30	$ 2,600.00
1,000	cu. yds.	3/4" - 0 Material in Base and Shoulders	1.40	1,400.00
100	M-gals.	Sprinkling	2.00	200.00
0.58	mile	Preparation of Base	200.00	116.00
100	cu. yds.	3/4" - 0 Material in Binder Course	3.25	325.00
14	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	41.00	574.00
1,600	tons	Class "B" Asphaltic Concrete	5.60	8,960.00
10	tons	RS-1 Emulsified Asphalt in Seal Coat	45.00	450.00
50	cu. yds.	Aggregate in Seal Coat	5.00	250.00
			Subtotal	$14,875.00
			10% Engr. & Cont.	1,487.50
			Total	$16,362.50

Length of Roadway	0.583 mile
Cost per mile	$280,660.37

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway, Outside City	$290,033.70	$179,853.00	$110,180.70
Roadway, Inside City	16,362.50	10,147.00	6,215.50
	$306,396.20	$190,000.00	$116,396.20

State Funds for Construction: Chapter 175, Laws 1917; Chapter 31, laws 1920; Chapter 529, laws 1939.
State Funds for Maintenance: Chapter 529, laws 1939.

STOUT CREEK-MILL CITY SECTION

Project No. S-220 (5)

All necessary rights of way or rights of entry have been acquired for this project.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

January 7, 1952

Oregon State Highway Department

Federal Aid Secondary
Project No. S-220 (5)

STOUT CREEK-MILL CITY SECTION OF THE NORTH SANTIAM HIGHWAY IN MARION COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 7, 1952

Type Code 6201
Outside City (Sta. 326+00 to 777+64)

65,000	cu. yds.	4" - 0 Material in Base	$ 1.50	$ 97,500.00
13,000	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.25	29,250.00
1,600	M-gals.	Sprinkling	2.50	4,000.00
8.63	miles	Preparation of Base	200.00	1,726.00
1,100	cu. yds.	3/4" - 0 Material in Binder Course	3.50	3,850.00
186	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	42.00	7,812.00
24,400	tons	Class "B" Asphaltic Concrete	6.00	146,400.00
110	tons	RS-1 Emulsified Asphalt in Seal Coat	45.00	4,950.00
650	cu. yds.	Aggregate in Seal Coat	5.00	3,250.00
			Subtotal	$298,738.00
			10% Engr. & Cont.	29,873.80
			Total	$328,611.80

Length of Roadway	8.635 miles
Length of Bridge	.073 miles (Exception)
Total Length	8.708 miles
Cost per Mile, Roadway	$38,055.79

Type Code 6201
Inside Mill City (Sta. 777+64 to 808+40)

2,000	cu. yds.	4" - 0 Material in Base	$ 1.50	$ 3,000.00
1,000	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.25	2,250.00
100	M-gals.	Sprinkling	2.50	250.00
0.58	miles	Preparation of Base	200.00	116.00
100	cu. yds.	3/4" - 0 Material in Binder Course	3.50	350.00
14	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	42.00	588.00
1,600	tons	Class "B" Asphaltic Concrete	6.00	9,600.00
10	tons	RS-1 Emulsified Asphalt in Seal Coat	45.00	450.00
50	cu. yds.	Aggregate in Seal Coat	5.00	250.00
			Subtotal	$16,854.00
			10% Engr. & Cont.	1,685.40
			Total	$18,539.40

Length of Roadway	0.583 mile
Cost per Mile	$31,800.00

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway, Outside City	$328,611.80	$203,518.00	$125,093.80
Roadway, Inside City	18,539.40	11,482.00	7,057.40
	$347,151.20	$215,000.00	$132,151.20

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JUL 30 1952
FOR FILING

July 25, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on July 24, 1952 on Contract No. 3627, Stout Creek-Mill City Section, in connection with Federal Aid Project No. S-220 (5).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP/sc

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MAR 1 8 1952
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[illegible]

[illegible]

March 17, 1952

Rogers Construction Co.
11760 N. E. Glisan St.
Portland 16, Oregon

Gentlemen:

We enclose herewith, for your records and files, two fully executed copies of contracts which were awarded to you by the State Highway Commission on January 31, 1952, as follows:

Contract No. 3626, for paving on the Mill City (S. 1st Ave.) City Street Section, Linn County.

Contract No. 3627, for paving on the Stout Creek-Mill City Section of the North Santiam Secondary Highway in Marion County.

We are also sending executed copies of the above contracts to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encs. 2

Recorded [illegible]

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File

3219

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 28, 1952

SUBJECT:

To: Mr. W. C. Williams,
Assistant State Highway Engineer,
Department.

Dear Sir:

I am returning herewith Assignment No. 3219 with reference to Mr. Porter's letter regarding approaches to the North Santiam Highway (Stout Creek-Mill City Project) on the Philippi property.

If you will refer to the map of this section, you will note that there is a 30-foot dedicated roadway from the Philippi property leading into the existing highway. The new right of way crosses this roadway and the Philippi right of way option provided there would be a 25-foot approach on the north side leading to the Philippi property at Station 366+30.

The adjoining property owner to the east is Joe Barrow. Mr. Barrow owns property on both the north and south sides of the highway. His option calls for an approach on the north side of the highway at Station 377, on the north and south sides of the highway at Station 371+30, and on the north and south sides of the highway at Station 366+30, which is the same approach accorded on the north side to Mr. Philippi.

Apparently Mr. Barrow and Mr. Philippi have both used this dedicated roadway leading to the Philippi property in the past but under the new arrangement Mr. Philippi took exception to Mr. Barrow's use of this approach to the highway from his property on the north side. They took the controversy to Court and Mr. Philippi was awarded the decision for sole use of this roadway approach to the highway. I understand that Mr. Barrow has started to develop an approach from his property south of this roadway onto the highway right of way with the idea of coming into the pavement on the Philippi approach within the highway right of way.

I have instructed our Resident Engineer, Mr. Whitmore, to contact Mr. Barrow and explain to him he will not be permitted an additional approach south of this roadway at Station 366+30 and since he has two other approaches to his frontage on the north side and

Copy to Porter with [illegible]
"Should we take any
further action on
behalf of Barrow?"

NOTED
W. C. WILLIAMS

apparently expects to subdivide his property into small tracts, that he would have to provide a service road outside of the right of way and confine his entrances to his two designated approaches at 371+50 and 377.

Of course, Mr. Barrow may contest this matter and take it up with the Commission for some other adjustment but until that happens, we will plan to keep him confined to the two designated approaches above-mentioned. The approach accorded him under the option at Station 366+30 has been nullified for his use by the Courts.

Yours very truly,

F. D. Eason

F. D. EASON,
Division Engineer.

FDE:AM
cc Mr. P. P. Whitmore

ASSIGNMENT

February 26, 1952

No. 3219
By [illegible]

escription:

Mr. Porter's letter of February 25 regarding access on Mehama-Mill City Section adjacent to access of Mr. and Mrs. Philippi

Acknowledged by _____ Referred to __Mason________

Investigate and report with recommendation
xx Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ____________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 2-28-52 Report received ________

Remarks:

FORM E-90 25M 6-51 49719

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

PLEASE RETURN TO
W. C. WILLIAMS

Salem, Oregon
February 25, 1952

SUBJECT: File No. 16603
Mehama-Mill City Section

To:

W. C. Williams
Ass't. State Highway Engineer
Office

When right of way was acquired from Mr. and Mrs. Philippi on the above file, a right of private access was permitted at Station ~~[illegible]~~ 363+50 on the north side of the highway and said access was not to exceed 25 feet in width.

Barrow — promised approach at same spot under option

We have been informed that someone else is in the process of constructing a driveway adjacent to this access point and just easterly thereof. If such is the case, some means should probably be taken to block this access as its use was not authorized during right of way negotiations.

If there is anything that this department or the Legal Department can do, please advise and we will do everything we can to insure that the access is properly controlled.

R. L. Porter
R. L. PORTER
Ass't. Right of Way Engineer

RLP:rmw

NOTED
W. C. WILLIAMS

Phillippi Option — St. to construct approach North side at Sta 366+30

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[illegible] 1952
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February 4, 1952

Rogers Construction Company, Inc.
11760 N. E. Glisan Street
Portland, Oregon

Gentlemen:

The State Highway Commission on January 31, 1952, awarded you Contract No. 3627 for the paving project of the Stout Creek-Mill City Section on the North Santiam Secondary Highway in Marion County. This award was based on your low bid of $11,975.00 submitted on that date.

I am enclosing a copy of the proposal form, which contains specifications, and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhs
Encl.

cc: H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

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FEB 1952
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OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

January 31, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project S-220(5), Stout Creek--Mill City (Surfacing) Sec. of the North Santiam Highway, to Rogers Construction Company of Portland, low bidder in the amount of $278,542.00 at the January 31, 1952 bid opening.

Very truly yours,

C. G. Polk
C. G. Polk
District Engineer

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FEB 1952
OREGON
STATE HIGHWAY COMMISSION

OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

January 16, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project S-220(5), Stout Creek-Mill City Section of the North Santiam Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Please submit the usual copies of encroachment resolution by the City Council of Mill City prior to preparation of the project agreement estimate.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

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FORM E-30 25M 11-50 44701

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OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 5th, 1951

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

I am attaching Order for State Force Work and Purchase Requisition for 1,800 cubic yards of crushed gravel to be used on the Stout Creek-Mill City Section of the North Santiam Secondary Highway to carry the traffic over the travelled portion of the road during the winter months.

At the time the grading contract was let it was anticipated that the grading would be completed in time to let the surfacing contract, and we planned to require this portion of the road to be surfaced before fall. Since this is clearly impractical, we feel it is necessary to get sufficient material on the road to carry traffic which has been using the eastern end of the road for many years.

Any material placed now will reduce the amount under the surfacing contract an equivalent amount.

Very truly yours,

H. G. Smith

H. G. Smith
Construction Engineer

HGS:AR
Enc. 2

[illegible]

24-8302 Silverton-Rock Pt. School 1952
Rock Prod. Proj. on Silver Cr.
#3628 Falls Hwy. 5 mi. East of Shaw

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[illegible]

OREGON STATE HIGHWAY DEPARTMENT

(date)
Nov. 12, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3628	5 Final	P. B. Doherty & Son

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
20763	R 53397	$ 2,037.86	Nov. 12, 1952

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Sten
ACCOUNTING DIVISION

Specified Completion Date: Aug. 31, 1952

Time Extensions: None

Completion Date: Aug. 22, 1952

Date Accepted: Sep. 22, 1952

Penalties: None of record

Claims: None of record

Remarks:

Date: Nov. 13, 1952

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

a.a. Wicklander

ON CARD
11-14-53

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October 15, 1952

Pacific Indemnity Co.
240 Henry Bldg.
Seattle, Washington

Gentlemen:

State Highway Contract No. 3628 for work performed on the Silverton-Rocky Point School Section of the Silver Creek Falls Secondary Highway in Marion County was completed by the contractor, P. B. Doherty & Son, on August 22 and was formally accepted by the Highway Commission on September 22, 1952.

Final payment in the amount of $2,037.86 will be released to the contractor on or after October 25, 1952. The total contract amount is $66,575.95, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as the surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates
901 S. W. Washington
Portland 5, Oregon

CARD

10-15-52 ge

RECEIVED
FOR FILING

September 25, 1952

Pacific Indemnity Company
240 Henry Building
Seattle, Washington

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to P. B. Doherty and Son on Contract No. 3628 covering rock production on the Silverton-Rocky Point School Section of the Silver Falls Secondary Highway in Marion County. This payment, in the amount of $14,443.74, will be made on or after October 6th. The retained percentage is $1,996.02.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - Durham and Bates
901 S. W. Washington
Portland 5, Oregon

Noted on card
Mh

Form E-1—10M—4-51

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Aug. 23, 1952

Section Silverton-Rocky Point School

Kind of work Rock Production

Highway Silver Creek Falls Secondary

Section prefix 24-8302

Contractor P. B. Doherty & Son

Contract number 3628

Date of contract Jan. 31, 1952

Date of completion August 31, 1952

Date work started Mar. 24, 1952

Estimated date of completion " ", 19 "

Amount of contract $59,620.00

Per cent of time elapsed 96 %

Estimated cost of completed project, exclusive of engineering . . . . $ 59,620

Per cent of contract completed, based on total contract price . . . . 98 %

Engineering cost to date $ 1900, %

Date project was completed 22, 1952

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Plant operated 6 days producing about 500 c.y per day. Most of output going to Marion County.

Stockpiling completed Friday Aug. 22nd. Engineers completed measuring piles same day.

NOTED
RAY WEBSTER

NOTED
H. G. SMITH

RECEIVED
AUG 26 1952
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
B. A. MARTIN

Signed P. P. Whitmore

Address Salem

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			24.54		
Miles partially completed					
Miles completed					
Total estimated quantities			22,000		
Estimated quantities moved or placed to date			23,000		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			11		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men	4						
Men and teams							
Men and trucks under 3 tons	5						
Men and trucks over 3 tons							
Men and tractors	1						
Shovel Op.	1						

Equipment used during week: Shovels ......1...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ...1.........

Compressors ......1...., Bulldozers ......1...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

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March 17, 1952

P. B. Doherty & Son
3105 N. E. 55th Avenue
Portland 13, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3628, which was awarded to you on January 31, 1952 by the State Highway Commission, for rock production on the Silverton-Rocky Point School Section of the Silver Creek Falls Secondary Highway in Marion County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded ______

RECEIVED
FOR FILING

February 4, 1952

P. B. Doherty & Son
3105 N. E. 55th Avenue
Portland, Oregon

Gentlemen:

The State Highway Commission on January 31, 1952, awarded you Contract No. 3628 for the Silverton-Rocky Point School Rock Production Project on the Silver Creek Falls Secondary Highway in Marion County. This award was based on your low bid of $59,620.00 submitted on that date.

I am enclosing a copy of the proposal form, which contains specifications, and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mha
Encl.

cc: H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

S-5(3) Catching Slough-Enegren Ferry 1952
Sec., Coos River Hwy., S. & E.
#3629 of Coos Bay

RECEIVED
FOR FILING

5-5[illegible]

36[illegible]

REFERRED TO: Mrs Lewis via Query
BY SECRETARY

ok to return release form to Miss. Wicklander & make proper entry on your card — HBG

November 24, 1953

NOTED
F. QUERY

Mr. John A. Logan
General Contractor
3824 N. E. 74th Avenue
Portland, 13, Oregon

Dear Mr. Logan:

Reference is made to an agreement between yourself, as Party of the First Part, and The First National Bank of Portland, Oregon, as Party of the Second Part, dated November 10, 1953, wherein the bank releases and discharges its claim against you arising out of your contract with the State Highway Commission, Contract No. 3629 for grading and surfacing the Catching Slough-Enegren Ferry Section of the Coos River Secondary Highway in Coos County.

I have discussed this agreement with the Highway Commission's Chief Counsel, Mr C. W. Enfield, who advises me that the agreement is acceptable insofar as legality is concerned and final payment in connection with the contract may be paid. In view of this advice and for the further reason that there are no additional claims of record in the office of the State Highway Commission against this job, I am today authorizing the Highway Commission's Auditor to release to you immediately the final warrant in payment of work performed under this contract.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: First National Bank of Portland
S. W. 5th and Stark Streets
Portland 4, Oregon

Attention: Mr. A. W. Groth
Executive Vice President

NOTED ON CARD
11-27-53

C. W. Maison

In view of the above letter it will be satisfactory for you immediately to release the final warrant in connection with this contract.

HBG

AGREEMENT

THIS AGREEMENT, made this 10 day of November, 1953, by and between JOHN A. LOGAN, Party of the First Part, and THE FIRST NATIONAL BANK OF PORTLAND (OREGON), a National Banking Corporation, Party of the Second Part;

WITNESSETH:

THAT WHEREAS, by an agreement made and entered into between the Party of the First Part herein, one Allen E. Sackett, and the Party of the Second Part herein on the 21 day of April, 1952, wherein and whereby the said Sackett assigned, transferred and set over unto the Party of the Second Part herein any and all sums earned by him, less such sums as should be paid or advanced to him or for him by the Party of the First Part herein, in the performance of a certain subcontract between the said Sackett and said Party of the First Part herein in connection with Oregon State Highway Commission Contract No. 3629 for the grading and rock-surfacing of the Catching Slough-Enegren Ferry Section of the Coos River Secondary Highway, Coos County, Oregon, and

WHEREAS, the said numbered contract has now been completed and accepted by said Highway Commission, and

WHEREAS, the Party of the First Part herein and said Allen E. Sackett have arrived at a settlement as between themselves wherein it was found and determined that the amount earned by said Allen E. Sackett on his said subcontract with the Party of the First Part herein was and is the sum of $5,824.60, and

WHEREAS, the Party of the Second Part herein has examined said accounting and settlement between said First Party and said Sackett and has approved the same,

NOW, THEREFORE, IT IS HEREBY AGREED:

(1) That the Party of the Second Part herein has and does hereby approve the said settlement between the First Party herein and said Sackett.

(2) That the First Party herein has paid to the Second Party herein the said sum of $5,824.60 so found to be due said Sackett.

(3) In consideration of such payment by the Party of the First Part to the Party of the Second Part herein, the Party of the Second Part does hereby forever release and discharge the Party of the First Part from any and all commitments by him made and all liability under said agreement of April 21, 1952 and, in particular, does hereby release and discharge any claim heretofore by it filed with the State Highway Commission against the Party of the First Part herein and the surety on his bond.

IN WITNESS WHEREOF, the parties herein have hereunto set their respective hands and seals the day and year first hereinabove written.

Chas Rogers (SEAL)
Party of the First Part

THE FIRST NATIONAL BANK OF PORTLAND (OREGON)

By: AW Goth Executive Vice President
Duly authorized officer of said Bank.
Party of the Second Part

5-[illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)
October 15, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3629	12-final	JOHN A. LOGAN	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
20148	R-78338	$ 13,275.03	10/15/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: October 31, 1952

Time Extensions: to Jan. 31, 1953

Completion Date: Dec. 6, 1952

Date Accepted: Jan. 6, 1953

Penalties: none

Claims: all claims satisfied

Remarks:

Date:

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: NOV 25 1953

NOTED ON CARD
11-25-53

RECEIVED
SEP 15 1953
FOR FILING

September 14, 1953

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

State Highway Contract No. 3629 for work performed on Catching Slough-Anegren Ferry Section of the Coos River Secondary Highway in Coos County was completed by the contractor, John A. Logan, on December 6, 1952 and was formally accepted by the Highway Commission on January 6, 1953.

Revised final payment in the amount of $13,275.03 will be released to the contractor on or after September 24, 1953, providing the outstanding claim has been satisfied and this office advised. The revised total contract amount is $244,968.12, of which amount $3,575.10 represents force account items.

There is a claim by assignment filed against Allen E. Sackett, subcontractor on this project, by The First National Bank of Portland, of which you have been previously notified.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: C. A. Tomassene & Sons
614 Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD
[illegible]

RECEIVED
FOR FILING
5-5(1)
3629

File

N. H. HARNER, OWNER

PHONE 5-0358

ACME CONSTRUCTION CO.
Asphalt Paving
EUGENE OREGON
AGC

P. O. Box 306

RECEIVED
SEP - 9 1953
DIVISION ENGINEER

September 8, 1953

PLEASE RETURN TO
W C. WILLIAMS

Assistant State Highway Engineer
Mr. W. C. Williams ✓
Salem, Oregon

NOTED
H. G. SMITH

Dear Sir:

In reply to your letter of September 1, I am very much upset myself with the progress of this job, Contract No. 3629, Molalla Junction-Marquam Section.

Due to rainy weather in June our grading subcontractor, Durbin Brothers, left job. I had hard time getting them to return. Since they have been back on the job they have had troubles with the big cut due to springs; material in the fill was so wet. They had to leave fills for several days at a time to dry out.

Crushing plant is now set up at the Berreth quarry. As you probably have heard, it slid in before we got it shot. Have made another shot opening up a new face. Should have rock as fast as grade is ready.

Paving plant will be moving in about September 18. I am planning on pushing this job as fast as possible when grade is ready.

Very truly yours,

ACME CONSTRUCTION CO.

N H Harner

N. H. Harner

NOTED
W. C. WILLIAMS

NHH:JHH

RECEIVED
1953
FOR FILING

5-57-[illegible]

Lewis

August 5, 1953

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

We have received a letter from Stephen W. Matthieu concerning a claim against State Highway Contract No. 3629. He writes as follows:

> "As attorney for and treasurer of the Collins Concrete and Steel Pipe Company, and Oregon corporation, this is to notify you that said corporation has been paid in full by Mr. John Logan for all labor and materials furnished under State Highway Contract No. 3629, known as the Catching Slough Job, and does hereby release and relinquish any right or interest in any moneys withheld by the State."

This information is provided as your company appears as surety in the performance bond furnished with the above-mentioned contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:md 8/4

cc - Mr. Warner M. Bruce
162 DennyWay
Seattle 9, Washington

C. A. Tomassene & Sons
614 Wilcox Building
Portland 4, Oregon

Mr. John A. Logan
3824 N. E. 74th Avenue
Portland, Oregon

NOTED ON CARD
[illegible]

RECEIVED
AUG 6 1953
FOR FILING

Lewis

5-[illegible]

3629

August 5, 1953

Mr. Stephen W. Matthieu
Attorney at Law
Pacific Building
Portland 4, Oregon

Dear Mr. Matthieu:

Thank you for your letter of July 30th in behalf of the Collins Concrete and Steel Pipe Company in which you state that their claim against John A. Logan on State Highway Contract No. 3629 has been paid in full.

We will advise the surety and the contractor that your letter has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 4/8

NOTED ON CARD

STEPHEN W. MATTHIEU
ATTORNEY AT LAW
PACIFIC BUILDING
PORTLAND 4, OREGON

July 30, 1953

State Highway Commission
Salem
Oregon

Gentlemen:

As attorney for and treasurer of the Collins Concrete and Steel Pipe Company, an Oregon corporation, this is to notify you that said corporation has been paid in full by Mr. John Logan for all labor and materials furnished under State Highway Contract No. 3629, known as the Catching Slough Job, and does hereby release and relinquish any right or interest in any moneys withheld by the State.

Collins Concrete and Steel Pipe Co.

By Stephen W Matthieu
Treasurer

SWM:M

cc: Collins Concrete & Steel Pipe Co.
Mr. James L. Conley

RECEIVED
JUL 31 1953
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 30 1953
FOR FILING

July 29, 1953

Conley & Greene
Attorneys at Law
805 Equitable Building
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3629 awarded to John A. Logan for work on the Catching Slough-Enegren Ferry Section in Coos County was completed December 6, 1952, and accepted by the Highway Commission on January 6, 1953. The six months' period for filing claims after completion of the job and acceptance by the Commission would, therefore, be July 6 as you have stated.

Collins Concrete and Steel Pipe Company have filed a claim against this contract in the amount of $6,703.30. Rogers and Kuni also filed a claim but since that time have stated that their claim has been paid. We have had no word from Collins Pipe Company nor have we had any word from the First National Bank of Portland concerning their claim by assignment against Allen E. Sackett, a subcontractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

CONLEY & GREENE
ATTORNEYS AT LAW
805 EQUITABLE BUILDING
PORTLAND 4, OREGON
TELEPHONE ATWATER 7291

JAMES L. CONLEY
THOMAS G. GREENE

July 28, 1953

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: JOHN A. LOGAN,
Catching Slough Job - Contract No. 3629 -
Coos County.

Dear Mr. Glaisyer:

The date for filing claims for labor and material against the above job expired, according to my understanding, on July 6. Kindly confirm the date and also, tell me what, if any, claims have been filed and whether or not they have since been released. I know that claims were filed by Collins Concrete & Steel Pipe Co., and by Rogers & Kuni of Coos Bay, Oregon. I also know that both these claims have been paid and what I am wondering is whether or not they have been satisfied of record.

In addition to the above two claims, I understand that the First National Bank of Portland has filed with your department, a claim as assignee of Sackett, a sub-contractor of Mr. Logan. I think the Bank did this merely as a precaution and that it is not their intention to cause anyone either loss or credit or any other trouble. Mr. Logan will settle with the Bank at the time he receives final payment.

Very truly yours,

CONLEY & GREENE

By:
James L. Conley.

JLC:cch

RECEIVED
FOR FILING

5-5(3)

3629

Lewis

July 1, 1953

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Illinois

Gentlemen:

We have received a letter from Rogers and Kuni in which they write as follows:

"This is to notify you that our claim against John A. Logan in connection with contract No. 3629, for grading and surfacing on the Catching Slough-Enegren Ferry section of the Coos River Secondary Highway in Coos County has been paid in full.

This information is furnished as your company appears as surety on the performance bond furnished with the contract mentioned above.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAC:mm
cc C. A. Tomassene & Sons
614 Wilcox Bldg., Portland 4, Oregon

John A. Logan
3824 N. E. 74th. Ave.,
Portland, Oregon

Mr. Warner M. Bruce, Mgr.
Northwest Branch Office
152 Denny Way
Seattle 9, Washington

NOTED ON CARD

RECEIVED
JUL 1953
FOR FILING

July 1, 1953

Rogers and Kuni
Coos Bay, Oregon

Attention: R. W. Brownfield, Office Manager

Gentlemen:

Thank you for your letter of June 23 advising us that your claim against John A. Logan in connection with Contract No. 3629 has been paid in full.

We will notify the surety and the contractor that your letter has been received.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:mm

NOTED ON CARD

727

TELEPHONE 94

ROGERS AND KUNI

Manufacturers
CONCRETE DRAIN TILE CULVERT AND SEWER PIPE
CONCRETE BUILDING BLOCKS

Producers
CRUSHED ROAD MATERIAL SAND GRAVEL

COOS BAY, OREGON

June 23, 1953

Oregon State Highway Commission
Salem, Oregon

Gentlemen,

This is to notify you that our claim against John A. Logan in connection with contract No. 3629, for grading and surfacing on the Catching Slough-Enegren Ferry section of the Coos River Secondary Highway in Coos County has been paid in full.

Very truly yours,
Rogers and Kuni
R.W. Brownfield
R.W. Brownfield
OFFICE MANAGER

REFERRED TO
By State Highway Engineer

RECEIVED
FOR FILING

S-8[illegible]

[illegible]

THE FIRST NATIONAL BANK
OF PORTLAND

S.W. FIFTH, SIXTH AND STARK STREETS
PORTLAND 4, OREGON

June 23, 1953

REFERRED TO [illegible]
BY SECRETARY

Oregon State Highway Department
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen:

In answer to your letter of June 19, 1953, we wish to advise that the claim by assignment made by us against Allen E. Sackett, subcontractor for John A. Logan in connection with contract No. 3629, for grading and surfacing on the Catching Slough-Enegren Ferry Section of the Coos River Secondary Highway in Coos County has not been satisfied.

Very truly yours,

E. A. Hollinshead, Jr.
Assistant Vice President

EAH:dl

FILED ON CARD
[illegible]

RECEIVED
JUN [illegible] 1953
FOR FILING

June 19, 1953

Rogers and Kuni
P. O. Box 727
Coos Bay, Oregon

Gentlemen:

Our records show a claim filed by you against John A Logan in connection with contract No. 3629, for grading and surfacing on the Catching Slough-Enegren Ferry Section of the Coos River Secondary Highway in Coos County. This claim is for crushed rock delivered on the project in the amount of $1,999.33.

Please advise this office immediately as to whether or not this claim has been satisfied, as we are prepared to release final payment.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
6-19-53

RECEIVED
JUN 22 1953
FOR FILING

June 19, 1953

The First National Bank of Portland
S. W. Fifth, Sixth and Stark Sts.
Portland 4, Oregon

Gentlemen:

We have on record a claim by assignment made by you against Allen E. Sackett, subcontractor for John A. Logan in connection with contract No. 3629, for grading and surfacing on the Catching Slough-Enegren Ferry Section of the Coos River Secondary Highway in Coos County.

Will you please advise this office at your earliest convenience as to whether or not this claim has been satisfied so that we may expedite final payment to the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

6-19-53

RECEIVED
JUN 22 1953
FOR FILING

June 19, 1953

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

State Highway Contract No. 3629 for work performed on the Catching Slough-Enegren Ferry Section of the Coos River Secondary Highway, Coos County, was completed by the contractor, John A. Logan, on December 6, 1952 and was formally accepted by the Highway Commission on January 6, 1953.

Final payment in the amount of $9,497.47 will be released to the contractor on or after June 29, 1953, providing outstanding claims are satisfied and this office advised. The total contract amount is $241,190.56, of which amount $3,575.10 represents force account items.

There is a claim filed against this project by Collins Concrete & Steel Pipe Co. for materials furnished in the sum of $6,703.30, a claim filed by Rogers & Kuni for crushed rock in the sum of $1,999.33, and a claim by assignment against Allen E. Sackett, subcontractor, no amount specified filed by The First National Bank of Portland. We have notified you of these claims previously.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

cc: C. A. Tomassene & Sons
614 Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
JUN [illegible] 1953
FOR FILING

June 19, 1953

Mr. Stephen W. Matthieu
Attorney at Law
Pacific Building
Portland 4, Oregon

Dear Mr. Matthieu:

Our records disclose a claim filed by you on behalf of your client, Collins Concrete and Steel Pipe Co., for materials furnished in the sum of $6,703.30 against John A. Logan in connection with contract No. 3629, covering the Catching Slough-Enegren Ferry Section of the Coos River Secondary Highway, Coos County.

Will you please advise this office immediately as to whether or not this claim has been satisfied. If we do not hear from you within ten days we will consider the claim as paid.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
6-[illegible]

RECEIVED
FOR FILING

JOHN E. STIPP
VICE PRESIDENT AND SECRETARY

CONTINENTAL CASUALTY COMPANY

GENERAL OFFICE CHICAGO, ILLINOIS

June 12, 1953

Oregon State Highway Commission
State Highway Department
Salem, Oregon

Attention: Mr. Floyd Query
Acting Secretary

Gentlemen:

Re: Bond 921252, John A. Logan -to-
Oregon State Highway Commission
Coos River Secondary Highway

This will acknowledge receipt of your letter dated June 4, 1953, to the effect that you have received a claim from the First National Bank of Portland as purported assignee of Allen E. Sackett against John A. Logan.

We wish to thank you for having furnished us with this information.

Yours very truly

M. H. West

M. H. West, Asst. Supt.
Surety Claim Dept.

MHW/ln

RECEIVED
JUN 8 - 1953
FOR FILING

Lewis

June 4, 1953

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Illinois

Gentlemen:

Attached is a copy of a claim by assignment in favor of the First National Bank of Portland against Allen E. Sackett, a subcontractor for John A. Logan on State Highway Contract No. 3629 for grading and surfacing the Catching Slough-Enegren Ferry Section of the Coos River Secondary Highway in Coos County.

The nature of the claim is explained in the copy attached hereto although no specific amount is given.

We provide this information as your company appears as surety on the performance bond furnished with the contract described above.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By

Floyd Query, Acting Secretary

FAQ:sl
encl.
cc: C. A. Tomassene & Sons
614 Wilcox Building
Portland 4, Oregon

John A. Logan
3824 N. E. 74th Avenue
Portland, Oregon

NOTED ON CARD

RECEIVED
JUN 8 - 1953
FOR FILING

Lewis

June 4, 1953

The Hon Earl T. Newbry
Secretary of State
CAPITOL

Attention: E. Libby

Dear Sir;

We acknowledge with thanks your letter of June 3, 1953 to which was attached three copies of a notice of claim by assignment filed by the First National Bank of Portland against Allen E. Sackett, a subcontractor for John A. Logan on State Highway Contract No. 3629, your file No. 3402.

The amount of the claim is not stated.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By

Floyd Query, Acting Secretary

FAQ:sl

ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

June 3, 1953

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Mr. C. E. Zollinger, Vice. Pres., The First National Bank of Portland, S. W. Fifth & Stark Streets, Portland 4, Oregon and file under date of June 2, 1953, a notice of claim by assignment from Allen E. Sackett upon the bond of Jahn A. Logan as principal and Continental Casualty Company as surety for the prosecution of the work or any part thereof provided in Oregon State Highway Department contract No. 3629 Coos River Secondary Highway. The amount of the claim to be determined after obtaining additional information and filing a supplemental notice of claim. Our file no. 3402.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By
Clerk, Records Division

RF:K
Enc.

RECEIVED
FOR FILING

5-[illegible]

May 20, 1953

The First National Bank of Portland
S. W. Fifth, Sixth and Stark Streets
Portland 4, Oregon

Attention: H. H. Potts, Inspector
Auditing Department

Gentlemen:

We have record of two claims filed against John A. Logan on State Highway Contract No. 3629 for work on the Catching Slough Enegren Ferry Section of the Coos River Secondary Highway in Coos County.

One of these claims has been filed by Collins Concrete and Steel Pipe Company for their products furnished on the job in the amount of $6,703.30. The other claim has been filed by Rogers & Kuni for crushed rock furnished in the sum of $1,999.33. Final payment on this contract has not yet been made and there is still retained the sum of approximately $7,150.00.

Yours very truly,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By

Floyd Query, Acting Secretary

FAQ:sl 5/15

THE FIRST NATIONAL BANK
OF PORTLAND

S.W. FIFTH, SIXTH AND STARK STREETS
PORTLAND 4, OREGON

May 11, 1953

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Department
Salem, Oregon.

Subject: Contract #3629
John A. Logan, Contractor

Attention: Floyd Query,
Acting Secretary

Dear Sir:

Our thanks for your letter of May 1st concerning status of the above contract.

Would you be kind enough to give us full details of the claims filed against this contract. Your letter mentions two sizeable claims filed.

Also are there any funds due Mr. Logan at this time on this contract? Funds in addition to the 3% which we understand is withheld until the final settlement.

We appreciate the inconvenience our inquiries cause you, and can assure you that the above information will greatly assist us to conclude our interest in this contract.

A self addressed envelope which requires no postage is enclosed for your convenience.

Very truly yours,

H H Potts

H. H. Potts, Inspector
Auditing Department

RECEIVED
MAY 13 1953
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 8 1953
FOR FILING

May 7, 1953

Mr. C. E. Zollinger, Vice President
The First National Bank of Portland
S. W. Fifth, Sixth and Stark Streets
Portland 4, Oregon

Dear Sir:

As requested in your letter of May 6, 1953, we are forwarding by separate mail a certified copy of contract and bond #3629 awarded to John A. Logan for grading and surfacing the Catching Slough-Enegren Ferry Section of the Coos River Secondary Highway, Coos County.

We do not have any supplemental contracts for this job.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By

Floyd Query, Acting Secretary

FAQ:sl

THE FIRST NATIONAL BANK
OF PORTLAND

S.W. FIFTH, SIXTH AND STARK STREETS
PORTLAND 4, OREGON

May 6, 1953

Oregon State Highway
Commission
Salem, Oregon

Re: Contract No. 3629, John A. Logan, Contractor

Gentlemen:

Will you please provide us with certified copies of the above numbered contract and any contracts supplemental thereto and with certified copy of the performance and payment bond or bonds of the contractor. Affidavit that we hold a claim for labor and materials for the prosecution of work under said contract for which full payment has not been received is enclosed.

Yours very truly,

C. E. Zollinger
C. E. Zollinger
Vice President

CEZ mt

enclosures

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, C. E. Zollinger, being duly sworn say that I am Vice President of The First National Bank of Portland, a national banking association, and I am authorized to make this affidavit on its behalf.

Said Bank is the holder by assignment from Allan E. Sackett of a claim for labor performed and materials supplied in the prosecution of work pursuant to contract with John A. Logan in the performance of Oregon State Highway Commission contract No. 3629 for grading and rock surfacing of the Catching Slough — Enegren Ferry Section of the Coos River Secondary Highway, Coos County, Oregon, dated February 1, 1952 and contracts supplementary thereto.

A balance of the reasonable value and agreed price of the materials supplied and services performed by the said Allan E. Sackett in the performance of the said contract remains unpaid.

The affidavit is made in support of a request for certified copies of said contract and any contract supplemental thereto and the bond or bonds of the said John A. Logan, the prime contractor, as provided by Section 98-101 O.C.L.A. to the end that written notice of the claim of said Bank upon such bond or bonds may be filed with the Secretary of State as provided by Section 98-205 O.C.L.A.

C. E. Zollinger

Subscribed and sworn to before me this sixth day of May 1953.

G. H. Miller

Notary Public for Oregon

My Commission Expires: Oct. 16. 1955

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, C. E. Zollinger, being duly sworn say that I am Vice President of The First National Bank of Portland, a national banking association, and I am authorized to make this affidavit on its behalf.

Said Bank is the holder by assignment from Allan E. Sackett of a claim for labor performed and materials supplied in the prosecution of work pursuant to contract with John A. Logan in the performance of Oregon State Highway Commission contract No. 3629 for grading and rock surfacing of the Catching Slough — Enegren Ferry Section of the Coos River Secondary Highway, Coos County, Oregon, dated February 1, 1952 and contracts supplementary thereto.

A balance of the reasonable value and agreed price of the materials supplied and services performed by the said Allan E. Sackett in the performance of the said contract remains unpaid.

The affidavit is made in support of a request for certified copies of said contract and any contract supplemental thereto and the bond or bonds of the said John A. Logan, the prime contractor, as provided by Section 98-101 O.C.L.A. to the end that written notice of the claim of said Bank upon such bond or bonds may be filed with the Secretary of State as provided by Section 98-205 O.C.L.A.

Subscribed and sworn to before me this sixth day of May 1953.

G. H. Miller
Notary Public for Oregon

My Commission Expires: Oct. 16 - 1955

RECEIVED
MAY 5 1953
FOR FILING

May 1, 1953

The First National Bank of Portland
S. W. Fifth, Sixth and Stark Streets
Portland 4, Oregon

Attention: Mr. H. H. Potts

Gentlemen:

This is to acknowledge your letter of April 29 concerning the status of final payment on Contract No. 3629, awarded to John A. Logan and on which contract, Allen E. Sackett worked as a subcontractor.

The contract was completed December 6, 1952, and accepted by the Commission on January 6, 1953. Final payment has not been made due to the fact that negotiations are underway as to possible increases in the amounts payable on items 3 through 7. No decision, however, has been reached in these negotiations. Also, there have been two sizeable claims filed against this contract.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

FAQ:md 4/30

THE FIRST NATIONAL BANK
OF PORTLAND

S.W. FIFTH, SIXTH AND STARK STREETS
PORTLAND 4, OREGON

April 29, 1953

Oregon State Highway Department
Salem, Oregon

Subject: Contract #3629
John A. Logan, Contractor
Job Prefix #106-1043

Gentlemen:

We hold an assignment of funds due Allen E. Sackett, a sub-contractor, on the above contract with your department.

Our review of semi-final estimate #11 shows this project completed. We understand, however, that Mr. Sackett has requested reconsideration of the amounts paid for items 4 and 5 as shown on this estimate.

If possible, we would appreciate your best estimate as to the date final settlement on this contract can be expected.

We would also greatly appreciate your advice regarding the possibility of any increased final payment for any of the items 3 thru 7 inclusive which were performed by sub-contractor Sackett.

Your kind cooperation in this matter will greatly assist us.

Very truly yours,

H H Potts

H. H. Potts, Inspector
Auditing Department

HHP ap

Paid $7113.77

RECEIVED
FOR FILING

[illegible]

3627

Lewis

April 15, 1953

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Contract 3629

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by Rogers and Kuni, Coos Bay, Oregon, against John A. Logan. The claim is for crushed rock delivered to the contractor on the Catching Slough-Enegren Ferry Section of the Coos River Secondary Highway in Coos County and is in the sum of $1,999.33.

We pass this information on to your Company inasmuch as it appears as the surety on the performance bond furnished with the contract described above.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

FAQ:md
Attach.

cc - Mr. Warner M. Bruce
1411 Fourth Avenue Bldg.
Seattle, Washington
C. A. Tomassene & Sons
614 Wilcox Building
Portland 4, Oregon
Mr. John A. Logan
3824 N. E. 74th Avenue
Portland, Oregon

NOTED ON CARD
4-15-53

P. O. Box 727 Telephone 94

ROGERS and KUNI
Manufacturers
CONCRETE DRAIN TILE CULVERT AND SEWER PIPE
CONCRETE BUILDING BLOCKS

Producers
CRUSHED ROAD MATERIAL SAND GRAVEL
Coos Bay, Oregon

April 9, 1953

Secretary of State
State of Oregon
Salem, Oregon

Dear Sir,

Notice is hereby given that the undersigned, Rogers and Kuni, have delivered crushed rock to the amount of $20,016.35 The amount remaining unpaid as of this date is $1,999.33. This material was delivered against the Surety Bond of John Logan posted on Job # 3629 for work on Highway #241, Coos County.

Very truly yours,
Rogers and Kuni

R. W. BROWNFIELD

R. W. Brownfield
OFFICE MANAGER

COPY: OREGON STATE HIGHWAY COMMISSION

ENDORSED:
File No. 3394
Filed April 6, 1953
EARL T. NEWBRY, Secretary of State

TELEPHONE 94

ROGERS AND KUNI

Manufacturers
CONCRETE DRAIN TILE CULVERT AND SEWER PIPE
CONCRETE BUILDING BLOCKS
Producers
CRUSHED ROAD MATERIAL SAND GRAVEL

COOS BAY, OREGON

April 9, 1953

Secretary of State
State of Oregon
Salem, Oregon

Dear Sir,

Notice is hereby given that the undersigned, Rogers and Kuni, Have delivered crushed rock to the amount of $ 20,010.35 The amount remaining unpaid as of this date is $1,999.33. This material was delivered against the Surety Bond of Hohn Logan posted on Job # 3629 for work on Highway #241, Coos County.

Very truly yours,
Rogers and Kuni
R.W. Brownfield
R.W. Brownfield
OFFICE MANAGER

COPY: OREGON STATE HIGHWAY COMMISSION ✓

O. BOX 727 TELEPHONE 94

ROGERS AND KUNI

Manufacturers
CONCRETE DRAIN TILE CULVERT AND SEWER PIPE
CONCRETE BUILDING BLOCKS
Producers
CRUSHED ROAD MATERIAL SAND GRAVEL

COOS BAY, OREGON

April 4, 1953

Secretary of State
Salem, Oregon

Dear Sir,

This is to inform your office that we have an unpaid balance with John A. Logan, to the amount of $1,999.33, for materials delivered on job #3629, let on February 1, 1952 for work on Highway #241 - Coos County.

Mr. Logan has paid as agreed up to this point and will no doubt clear the balance of $1,999.33 when he receives his final on the job.

Very truly yours,
Rogers and Kuni
R.W. Brownfield
R.W. Brownfield
OFFICE MANAGER

COPY: Oregon State Highway Commission

[illegible]EIVED
FOR FILING

Scroit

April 15, 1953

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: E. Libby

Dear Sir:

We acknowledge with thanks your letter of April 13 to which was attached three copies of a claim filed with your office by Rogers and Kuni in an unpaid sum of $1,999.33 for crushed rock delivered to John A. Logan on State Highway Contract No. 3629, your file No. 3394.

Respectfully yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

FAQ:md

NOTED ON CARD

4-15-53

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

3629

E T Newbry

4-13-53

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1953
FOR FILING

[illegible]

3629

April 14, 1953

Conley and Greene
Attorneys at Law
805 Equitable Building
Portland 4, Oregon

Attention James L. Conley

Gentlemen:

State Highway Contract No. 3629 awarded to John A. Logan for work on the Catching Slough-Enegren Ferry Section of the Coos River Secondary Highway in Coos County was completed December 6, 1952 and accepted January 6, 1953.

This is in reply to your letter of April 13.

Respectfully yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By

Floyd Query, Acting Secretary

FQ:ehr

CONLEY & GREENE
ATTORNEYS AT LAW
805 EQUITABLE BUILDING
PORTLAND 4, OREGON
TELEPHONE ATWATER 7291

JAMES L. CONLEY
THOMAS G. GREENE

April 13, 1953

Oregon State Highway Commission
State Office Building
Salem, Oregon

Attention: H. B. Glaisyer

Re: John A. Logan - Catching Slough, Energen
Ferry Section, Contract 3629.

Gentlemen:

Will you kindly advise me of the date of final completion and acceptance of the above contract. I represent Mr. Logan and want to be sure that all claims are in before making final settlement with subcontractor.

Very truly yours,

CONLEY & GREENE

Jas. L. Conley
James L. Conley

JLC.w

RECEIVED
1953
FOR FILING

S-5(7)

3629

March 2, 1953

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to John A. Logan in connection with contract No. 3629, for grading and surfacing on the Catching Slough-Enegren Ferry Section of the Coos River Secondary Highway in Coos County.

This payment, in the amount of $23,932.18, will be released to the contractor on or after March 12, 1953. The retained percentage is $7,165.77.

There is a claim filed against this project by Stephen W. Matthieu, Attorney for Collins Concrete & Steel Pipe Co., for materials amounting to $6,703.30, of which you have been previously notified.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: C. A. Tomassene & Sons
614 Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
FOR FILING

R

January 27, 1953

Shell Oil Company
1220 S. W. Morrison Street
Portland 5, Oregon

Attention: Mr. R. H. Forbes
Credit Manager

Gentlemen:

State Highway Contract No. 3629, awarded to John A. Logan, was completed December 6, 1952, and accepted by the Highway Commission on January 6, 1953. Final estimate data has not yet been received from the field, and we are informed that after it is received it may be six weeks before final payment can be made.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 1/26

R

SHELL OIL COMPANY
1220 S. W. MORRISON STREET
PORTLAND 5, OREGON

TELEPHONE ATWATER 7321

January 23, 1953

Re: Contract No. 3629
John A. Logan

Oregon State Highway Comm.
Salem, Oregon

Gentlemen:

Please advise if and when the above job was accepted and when final settlement will be made.

Yours very truly,

R. H. Forbes
Credit Manager

PCH:MR

RECEIVED
JAN 26 1953
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

December 11, 1952

Mr. John A. Logan
3824 N. E. 74th Ave.
Portland, Oregon

Dear Sir:

The State Highway Commission, at its meeting held on November 24, 1952, had under discussion your request for an extension of time of 90 days, from October 31, 1952 to January 31, 1953, within which to complete your contract No. 3629 covering the Catching Slough-Enegren Ferry Section of the Coos River Secondary Highway in Coos County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Tom Edwards,
Division Engineer

George A. Barnhart,
Resident Engineer

H. G. Smith,
Construction Engineer

RECEIVED
FOR FILING

December 11, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on December 6, 1952 on Contract No. 3629, Catching Slough-Enegren Ferry Section, in connection with Federal Aid Project No. S-5 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

cc: John Cattrall

Form E-1—10M—4-51

S-5(3)

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Dec. 6, 1952, 19

Section Catching Slough-Enegren Ferry

Kind of work Grading & Rock Surfacing

Highway Coos River Secondary

Section prefix 106-1043

Contractor John A. Logan

Contract number 3629

Date of contract 2/1/52, 19

Date of completion , 19

Date work started 2/5/52, 19

Estimated date of completion , 19

Amount of contract $ 218,144.

Per cent of time elapsed 113.1 %

Estimated cost of completed project, exclusive of engineering $236,193.80

Per cent of contract completed, based on total contract price 100 % %

Engineering cost to date $ 14,639.04, %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Logan has had 3 men working this week, installing Corrugated Metal Half-round Flumes on the outlet ends of culverts along high fills Sta. 51 to Sta. 62. Will have work completed by Noon, Saturday, Dec. 6. This work is on Extra Work Order # 3.

NOTED
H. G. SMITH

RECEIVED
DEC 8 - 1952
OFFICE OF
CONSTRUCTION ENGINEER

D LYTLE

Signed G A Barnhart Res. Engr.

Address P.O.Box 621, North Bend, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.59	2.59			
Miles partially completed					
Miles completed	2.59	2.59			
Total estimated quantities	150,000 to 156,000	11,500			
Estimated quantities moved or placed to date	Completed	Completed			
Average daily quantities	-	-			
Average daily quantities necessary to complete project on time	-	-			
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	3				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., Hand tools only. . . . ., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	Rain		
Tuesday	Rain		
Wednesday	Rain		
Thursday	Rain Wind 50-60 MPH		
Friday	Rain		
Saturday	Rain		

RECEIVED

FOR FILING

3-5(2)

3629

November 12, 1952

Oregon State Highway Commission

Request for Extension of Time
No. 10
November 24-25 meeting

Gentlemen:

Herewith is a request from John A. Logan for an extension of time on Contract No. 3629, Catching Slough-Kaegren Ferry Section of the Coos River Secondary Highway, from October 31, 1952 to January 31, 1953.

All work specified within the contract was completed by the specified completion date. However, the contractor was ordered to place metal drain troughs to be used as spillways, which was covered under an Extra Work Order. Delivery cannot be obtained on the corrugated metal pipe required for the spillways for approximately 60 days.

The overrun of the time will cause no inconvenience to the traveling public or increased cost to the State. I recommend that the extension be granted without penalty, and Mr. C. G. Polk, of the Bureau of Public Roads, concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Enclosure

cc Mr. H. G. Smith

HGS er

Mr Williams copy
of this letter given
to Mr [illegible] for
filing in contract
Nov 30-53

RECEIVED
FOR FILING

November 6, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Bldg.
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 3629, Catching Slough - Enegren Ferry Section of the Coos River Secondary Highway, Ore. S-5 (3), from October 31st, 1952 to January 31st, 1953, to John A. Logan, Contractor.

All work specified within the contract was completed by the specified completion date. However, the contractor was requested to place metal drain troughs to be used as spillways, and covered under an Extra Work Order. He cannot obtain delivery on the corrugated metal pipe required for the spillways for 50 to 60 days.

The overrun of the time will cause no inconvenience to the traveling public, nor increased cost to the State. I therefore recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

EAP:sh

cc H. G. Smith

RECEIVED
OCT 23 1952
FOR FILING

October 21, 1952

Mr. C. C. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering the furnishing and placing of five corrugated metal spillways at Culvert ends on the Catching Slough-Engren Ferry Section of the Coos River Secondary Highway in Coos County, Contract No. 3629, in connection with Federal Aid Project No. S-5 (3).

This work is necessary to prevent washing and erosion of fill slopes where culvert outlets are high on the fills.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

Encl.

ROY TUCHBREITER
PRESIDENT

JOHN E. STIPP
VICE PRESIDENT AND SECRETARY

CONTINENTAL CASUALTY COMPANY

GENERAL OFFICE CHICAGO, ILLINOIS

RECEIVED
FOR FILING

July 30, 1952

Oregon State Highway Dept.
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Gentlemen:

Re: Bond #021252
John A. Logan -to-
Oregon State Highway Comm.

This will acknowledge receipt of your letter dated July 23 to the effect that you have received an affidavit of claim from Attorney Stephen A. Matthieu on behalf of Collins Concrete & Steel Pipe Company, in connection with an unpaid account for materials furnished to John A. Logan, contractor on State Highway Contract No. 3629, for work on the Catching Slough-Enegren Ferry Section of the Coos River Secondary Highway in Coos County.

Thank you for furnishing us with this information.

Yours very truly

W H West

W. H. West, Asst. Supt.
Surety Claim Dept.

WHW/ln

RECEIVED
JUL [illegible] 1952
FOR FILING

Williams

A F F I D A V I T

STATE OF OREGON)
:
County of Multnomah)

I, Stephen W. Matthieu, being first duly sworn, depose and say that I am Treasurer of and attorney for Collins Concrete and Steel Pipe Company, an Oregon corporation; that my client has a claim now totaling $6,703.30 against the bond taken from John A. Logan, et al, in connection with the construction of the Catching Slough-Enegren Ferry Section of the Coos River Highway, and in order to enforce its claim thereon will require a copy of the contract and bond.

/s/ Stephen W. Matthieu

Subscribed and sworn to before me this 22nd day of July, 1952

/s/ Mary L. Pollman
Notary Public for Oregon

My Commission expires 11 May 1954

(Seal)

RECEIVED
FOR FILING

July 23, 1952

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

We have today received an affidavit of claim from Stephen W. Matthieu, attorney, whose address is Pacific Building, Portland 4. The claim is in behalf of Collins Concrete and Steel Pipe Company in the sum of $6,703.30 in connection with materials furnished to Mr. John A. Logan on State Highway Contract No. 3629 for work on the Catching Slough-Enegren Ferry Section of the Coos River Secondary Highway in Coos County.

This information is provided as your Company appears as surety on the performance bond furnished with the contract described above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]

cc - Mr. Warner W. Bruce
1411 Fourth Avenue Building
Seattle, Washington

C. A. Tomassone & Sons
614 Wilcox Building
Portland 4, Oregon

Mr. John A. Logan
3824 N. E. 74th Avenue
Portland, Oregon

NOTED ON CARD
7-23-52

RECEIVED
FOR FILING

Mr Lewis

July 23, 1952

Mr. Stephen W. Matthieu
Attorney at Law
Pacific Building
Portland 4, Oregon

Dear Mr. Matthieu:

As requested in your letter of July 22 we are forwarding by separate mail a certified copy of contract and bond No. 3629 awarded by the Highway Commission to John A. Logan for grading and surfacing the Catching Slough-Enegren Ferry Section of the Coos River Secondary Highway in Coos County.

With your letter we also received an affidavit of claim in behalf of Collins Concrete and Steel Pipe Company against Mr. Logan on this contract in the sum of $6,703.30.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
7-23-52, g

STEPHEN W. MATTHIEU
ATTORNEY AT LAW
PACIFIC BUILDING
PORTLAND 4, OREGON

July 22, 1952

State Highway Commission
Salem
Oregon

Gentlemen:

Re: Collins Concrete & Steel Pipe Co.
vs. John A. Logan, et al

I herewith enclose an affidavit and request for a copy of the contract and bond of John A. Logan, et al, on behalf of Collins Concrete & Steel Pipe Company, in connection with the construction of the Catching Slough-Enegren Ferry Section of the Coos River Highway.

Very truly yours,

Stephen W Matthieu

SWM:M

AFFIDAVIT

STATE OF OREGON)
: ss
County of Multnomah)

I, Stephen W. Matthieu, being first duly sworn, depose and say that I am Treasurer of and attorney for Collins Concrete and Steel Pipe Company, an Oregon corporation; that my client has a claim now totaling $6,703.30 against the bond taken from John A. Logan, et al, in connection with the construction of the Catching Slough-Enegren Ferry Section of the Coos River Highway, and in order to enforce its claim thereon will require a copy of the contract and bond.

Stephen W Matthieu

Subscribed and sworn to before me this 22nd day of July, 1952

Mary L. Pollman
Notary Public for Oregon

My Commission expires 11 May 1954

7-22-52

Form PR 2 (Revised 1946)

State Oregon
Project No. S-5(3)

Federal Aid Secondary

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 22nd day of July, 1952, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 2nd day of November, 1951, a program, which was approved on the 15th day of January, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 17th day of January, 1952; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred forty-two thousand and 00/100 dollars ($142,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-8

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 20+56.36 in Section 32, T. 25 S., R. 12 W., W.M., and survey station 167+10.7 in Section 27, T-25-S, R-12-W, W.M. except stations 30+45.17 to 40+10.83, length 2.593 miles, in Coos County, being Oregon Federal Aid/Secondary project No. S-5(3), consisting of 2.593 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~or a mile in length.~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "~~Secondary~~ Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of

one hundred forty-two thousand and 00/100

dollars ($142,000.00), which does not exceed the authorized Federal pro rata share of

two hundred thirty-nine thousand nine hundred fifty-eight and 40/100

dollars ($239,958.40), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing

Chapter 529, Laws of 1951

funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

Assistant STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler

Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W R Lynch
Division Engineer,
Public Roads Administration.

FILED
1952

RECEIVED
JUL 17 1952

Oregon State Highway Department

Federal Aid Secondary
Project No. S-5 (3)

[illegible] SECTION OF TH
[illegible] HIGHWAY IN [illegible] COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 21, 1952

Type Code 2010
Roadway (Sta. 20+56.36 to 30+45.17) (Sta. 40+10.83 to 167+10.7)

All Required		Clearing and Grubbing		$ 30,000.00
1,250	cu. yds.	Structural Excavation, Unclassified	$ 3.00	3,750.00
148,000	cu. yds.	General Excavation, Unclassified	.70	111,000.00
376,000	yd. stas.	Short Overhaul	.02	7,520.00
7,200	C-yd. stas.	Long Overhaul	0.50	3,600.00
2.59	miles	Finishing Roadbed and Slopes	1,000.00	2,590.00
5,900	lin. ft.	Rounding Cutbanks	.20	1,180.00
230	lin. ft.	12-inch Corrugated Metal Pipe	3.00	690.00
1,190	lin. ft.	18-inch Corrugated Metal Pipe	4.50	5,355.00
180	lin. ft.	24-inch Corrugated Metal Pipe	6.00	1,080.00
330	lin. ft.	30-inch Corrugated Metal Pipe	9.00	2,970.00
100	lin. ft.	6-inch Metal Drain Pipe, Coated	2.00	200.00
200	lin. ft.	Salvaging Culvert Pipe	3.00	600.00
280	lin. ft.	3/4-inch Galvanized Water Pipe	0.80	224.00
200	lin. ft.	1½-inch Galvanized Water Pipe	1.00	200.00
3	only	18-inch Tide Gate	40.00	120.00
4	only	30-inch Tide Gate	80.00	320.00
8,900	cu. yds.	2½" - 0 Material in Surfacing	3.65	32,485.00
3,500	cu. yds.	3/4" - 0 Material in Surfacing	3.80	13,300.00
320	M-gals.	Sprinkling	3.00	960.00
			Subtotal	$218,144.00
			10% Engr. & Cont.	21,814.40
			Total	$239,958.40

Length of Roadway	2.593 miles
Cost per mile	$92,540.84

Federal Funds- $142,000.00
State Funds- 97,958.40

$239,958.40

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
State Funds for Maintenance: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-5 (3)

CATCHING SLOUGH-[illegible] FERRY SECTION
OF THE COOS RIVER HIGHWAY IN COOS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 14, 1952

Type Code 2010
Roadway (Sta. 20+56.36 to 30+45.17) (Sta. 40+10.83 to 167+10.7)

All Required		Clearing and Grubbing		$ 15,000.00
1,250	cu. yds.	Structural Excavation, Unclassified	$ 4.00	5,000.00
148,000	cu. yds.	General Excavation, Unclassified	0.80	118,400.00
376,000	yd. sta.	Short Overhaul	0.02	7,520.00
7,200	C-yd. sta.	Long Overhaul	0.50	3,600.00
2.59	miles	Finishing Roadbed and Slopes	800.00	2,072.00
5,900	lin. ft.	Rounding Cutbanks	0.20	1,180.00
230	lin. ft.	12-inch Corrugated Metal Pipe	3.00	690.00
1,190	lin. ft.	18-inch Corrugated Metal Pipe	4.75	5,652.50
180	lin. ft.	24-inch Corrugated Metal Pipe	5.50	990.00
330	lin. ft.	30-inch Corrugated Metal Pipe	8.00	2,640.00
100	lin. ft.	6-inch Metal Drain Pipe, Coated	2.00	200.00
200	lin. ft.	Salvaging Culvert Pipe	2.00	400.00
280	lin. ft.	3/4-inch Galvanized Water Pipe	0.50	140.00
200	lin. ft.	1¼-inch Galvanized Water Pipe	0.65	130.00
3	only	18-inch Tide Gate	50.00	150.00
4	only	30-inch Tide Gate	75.00	300.00
8,900	cu. yds.	2½" - 0 Material in Surfacing	4.50	40,050.00
3,500	cu. yds.	3/4" - 0 Material in Surfacing	4.50	15,750.00
320	M-gal.	Sprinkling	3.00	960.00
			Subtotal	$220,824.50
			10% Engr. & Cont.	22,082.45
			Total	$242,906.95

Length of Roadway 2.593 miles
Cost per mile $93,677.96

Federal Funds- -	$142,000.00
State Funds- -	100,906.95
	$242,906.95

MEMO TO:

BUREAU OF PUBLIC ROADS, DEPARTMENT OF COMMERCE

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

C. G. Polk
(District Engineer)

FROM: R. H. Baldock
(State Highway Engineer)

January 2, 1952
(Date)

The following major program change of the individual project is requested:

Oregon
(State)

Postwar Federal Aid Secondary Highway Program
(Previous program)

(Date of approval)

NTY Coos

Tenth Supplemental

Route No. FAS 262

	ITEM No.	PROJECT No.	TERMINI	PROJECT COST				LENGTH MILES	CHARACTER OF PROPOSED WORK
				Class of Work	Total Cost	Federal Funds	State Funds		
ITEM AS NOW PROGRAMED	160	S-5 (3)	Coos River Bridge to [illegible] Ferry	Survey-Plans					Gr., Dr., 2-lane intermediate-type surfacing
				Right-of-Way					
				Construction	290,000	180,000	110,000		
				TOTAL	290,000	180,000	110,000	2.59	
ESTED REVISION	160	S-5 (3)	Coos River Bridge to [illegible] Ferry	Survey-Plans					Gr., Dr., 2-lane low-type surfacing
				Right-of-Way					
				Construction	230,000	142,000	88,000		
				TOTAL	230,000	142,000	88,000	2.59	

Program Balance of ______ funds subsequent to approval of this and previously recommended changes is $______

Program Revision Request

Date January 2, 1952

By sistant
(State Highway Engineer)

ecommended for Approval: ______
(District Engineer) (Date)

Reason for change: To eliminate the oil mat surface from this project to permit traffic to thoroughly compact the rock surfacing prior to oiling. It is believed this procedure will provide a better and more compact base for the oiling which will be placed at some later time.

Recommended: ______
(Division Engineer) (Date)

Approved: ______
(Acting Commissioner) (Date)

(9)

MEMO TO:

BUREAU OF PUBLIC ROADS, DEPARTMENT OF COMMERCE

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

C G Polk
(District Engineer)

FROM: R H Baldock
(State Highway Engineer)

Jan 1952
(Date)

The following major program change of the individual project is requested:

Oregon
(State)

Postwar Federal Aid Secondary Highway Program
(Previous program)
Tenth Supplemental

(Date of approval)

NTY Coos

Route No. FAS 262

	Item No.	Project No.	Termini	Project Cost				Length Miles	Character of Proposed Work
				Class of Work	Total Cost	Federal Funds	State Funds		
Item as Now Programed	160	S-5(2)	Coos River Bridge to Energen Ferry	Survey-Plans					Gr., Dr. 2-lane intermediate type surfacing
				Right-of-Way					
				Construction	290000	180000	110000		
				TOTAL	290000	180000	110000	259	
ESTED REVISION	160	S-5(2)	Coos River Bridge to Energen Ferry	Survey-Plans					Gr., Dr. 2-lane base type surfacing
				Right-of-Way					
				Construction	230000	142000	88000		
				TOTAL	230000	142000	88000	259	

Program Balance of __________ funds subsequent to approval of this and previously recommended changes is $__________

Program Revision Request

Date Jan, 1952

By __________
(State Highway Engineer)

ecommended for Approval: __________ (District Engineer) __________ (Date)

Reason for change: To eliminate the oil mat surface from this project to permit traffic to Thoroughly compact the rock surfacing prior to oiling. It is believed this procedure will provide a better and more compact base for the oiling which will be placed at some later time

Recommended: __________ (Division Engineer) __________ (Date)

Approved: __________ (Acting Commissioner) __________ (Date)

RECEIVED
JUN 26 1952
FOR FILING

June 24, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering extra clearing and burning on the Catching Slough-Enegren Ferry Section of the Coos River Highway in Coos County, Contract No. 3629, in connection with Federal Aid Project No. S-5 (3).

This work is made necessary by moving the center line of the highway northerly 17 feet between Stations 47+51.5 and 69+30.72. Moving the center line will eliminate most of the thin fill, which would toe out on soft, marshy ground.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

Encl.

June 16, 1952

Mr. Thomas Edwards
Division Engineer
State Highway Commission
Roseburg, Oregon

Re: Contract No. 3629
Catching Slough - Enegren Ferry Section

Dear Mr. Edwards:

Confirming our telephone conversation on Friday, June 13, I wish to state to you frankly my position with respect to the realignment of portions of the above construction, to-wit: Between Stations 47+50 to 63+00.

I first learned of the proposed line revision from Mr. Barnhart, your resident engineer, on June 5, 1952, at which time he directed me to close down construction on that portion of the road.

NOTED
W. C. WILLIAMS

REFERRED TO
BY SECRETARY

This revision of line means to me:

1. Additional cost for resloping slopes heretofore completed by me.

2. Changes job from that bid by me into a shovel job instead of a cat and carryall one on that portion involved.

3. The revision throws the line further up the hill, thereby involving much more rock excavation than that included in the profile of January, 1952. It also eliminates certain fill sections and requires loading and hauling fill material approximately two miles.

4. Closing the job down on June 5 has resulted in the accumulation of heavy equipment rental on equipment brought in and suitable for the job as originally let. This equipment has been idle since June 5 and will remain idle until the Department's plans are definite, at which time its use can either be continued (in the event the realignment fails to go through) or it can be shipped out.

5. The long haul caused by the realignment will render it necessary that I ship in approximately eight 10-yard trucks with consequent rental and costs of shipment in and out.

6. Closing down this portion of the job has resulted in considerable disintegration of my organization, and it will take some time to replace employees and build up the tempo I had reached on June 5.

7. The completion of the contract will necessarily be greatly delayed by the revision of line and may throw us into bad weather.

In short, it amounts to a new contract. I of course am conscious of the provisions of my contract and wish to cooperate in every way possible and to carry out my commitments faithfully. As I read Section 8-10 and 8-11 of General Provisions of the Specifications, a change such as is required here (amounting to less than 25 per cent of total contract price) contemplates negotiation of a new contract between the Department and the contractor taking into account the increased costs and hazards brought about by the realignment. I do not feel called upon to enter upon this additional work without such renegotiation of the contract and now ask that a meeting be arranged at which a contract covering such changes be negotiated.

I trust you will see my position in this and admit its reasonableness.

Very truly yours,

John A. Logan

w.

RECEIVED
[illegible]
FOR FILING

May 6, 1952

Mr. L. P. Brown
Cooston Fruit Farm
Route 2, Box 845
North Bend, Oregon

Dear Sir:

In reply to your letter of May 4, please be advised that our engineer will be instructed to inform the contractor on the Catching Slough-Engren Ferry Project that it will be necessary for him to cooperate with you in the use of your private road.

I am certain that the contractor will agree to this cooperation, which seems eminently fair.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

cc Mr. Tom Edwards

Please act.

WCW

NORTH BEND, ORE.

May, 4, 1952

Oregon State Highway Commission
Salem, Oregon.

This letter is in regard to construction of a road on Coos River Between Enegren's ferry and the new bridge crossing between Lillian slough and Smith's point.

Some weeks ago my neighbor informed me that the contractor for this piece of state highway had contacted him and received permission to cross his land with equipment.
He said he understood that the tractors, etc. would be small ones.
I was concerned because in order to reach my neighbor's place they would have to use a piece of road of which I own a ½ interest in.

Lately I have noticed equipment going through and one seemed to be an immense bulldozer. May 1st there was a large "cat" tractor hitched to an earthmover of quite wide width parked by my mail box.
I told the man I doubted that he could take that outfit up my road without damaging it as the road is built along a creek and wide outfits puts one wheel too near the creek bank.

If they would have bought 2 or 3 yards of rock from the Hillstrom rock quarry and spotted the soft holes before taking in those heavy wide rigs it would have been better. I'll get down there tomorrow and re-ditch and level it like it was.

It looks as if they will use this road quite a bit from now on so I wish you would inform the contractor that it would be well if he please arrange to bring equipment (other than autos) in when the road is dry.

In the past two years the Bonneville clearing contractors, The line contractor, and a logger have used this road.
All of them helped to maintain it while they were using it.
Those cleated tractors make dust of a rock road in short order.

A little cooperation on the part of the contractor would be appreciated.

Thank you,

L. P. Brown.

RECEIVED
MAR 5 1952
FOR FILING

S- 5(3)

3629

March 5, 1952

Mr. John A. Logan
3824 N. E. 74th Ave.
Portland, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3629, which was awarded to you on February 1, 1952 by the State Highway Commission, for grading and rock surfacing on the Catching Slough-Enegren Ferry Section of the Coos River Secondary Highway in Coos County.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
FEB 15 1952
FOR FILING

S 5 (3)

[illegible]

Files

February 14, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on February 5, 1952 on Contract No. 3629, Catching Slough-Enegren Ferry Section, in connection with Federal Aid Project No. S-5 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

RECEIVED
FEB 5 1952
FOR FILING

February 4, 1952

Mr. John A. Logan
3824 N. E. 74th Avenue
Portland, Oregon

Dear Mr. Logan:

The State Highway Commission on February 1, 1952, awarded you Contract No. 3629 for the grading and rock surfacing project of the Catching Slough-Enegren Ferry Section of the Coos River Secondary Highway in Coos County. This award was based on your low bid of $218,144 submitted on that date.

I am enclosing a copy of the proposal form, which contains specifications, and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mha
Encl.
cc: H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

RECEIVED
[illegible] 1952
FOR FILING
OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

400 STATE HIGHWAY BLDG.
SALEM, OREGON

February 1, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project S-5(3), Catching Slough--Enegren Ferry Section of the Coos River Highway, to John A. Logan of Portland, low bidder in the amount of $218,144.00 at the February 1, 1952 bid opening.

Very truly yours,

C. G. Polk
District Engineer

RECEIVED
FEB 5 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

OREGON DISTRICT
S-5(3)
#3627

S-5(3)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

January 17, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project S-5(3), Catching Slough-Enegren Ferry Section of the Coos River Highway, have today been recommended for approval subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

S-98(2) Powell Butte-Deschutes Co. 1952
Line Sec., Powell Butte Secon.
#3630 Hwy.

7 RECEIVED
FOR FILING

5 95(3)
5-118(1)
[illegible]

Sept. 16, 1953

County Court of Crook County
Court House
Prineville, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Crook County a fully executed maintenance agreement between the State Highway Commission and Crook County covering the Powell Butte Junction-Deschutes County Line Section project, FAS 554, in Crook County.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

VED
1953
FOR FILING

file

Maint. 170

Salem, Oregon
Sept. 16, 1953

Mr. John W. Cattrall
Engineer, County & City Relations
Office

Attached for further handling are five certified copies of a maintenance agreement with Crook County covering the Powell Butte Junction-Deschutes County Line Section project, FAS 554, in Crook County.

The original of the above agreement has been retained in this office for the Commission's files and a fully executed copy has been sent to the County Court of Crook County.

Yours very truly,

Secretary

FH
Attach: 5

FORM E-90 37,500 4-53 56605

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 4, 1953

SUBJECT:

To: Mr. W. C. Williams
OFFICE

5 copies in suspense

Glaisyer

Attached are seven copies of a maintenance agreement executed by the county covering the Powell Butte Junction-Deschutes County Line Section project, FAS 554, in Crook County.

After signature by the Highway Commission, please return five either fully executed or certified true copies to this office for transmittal to the B.P.R.

John W. Cattrall
Engineer, County and City Relations

By John D. Graham

John D. Graham
Office Engineer

JDG:MM
Att.

AUTHORIZED BY HIGHWAY COMMISSION
DATE Jan 21, 1953 minute page 22
Secretary

RECEIVED
FOR FILING

files

S-98(2)
S-118(1)
[illegible]

FINANCE 28

Salem, Oregon
September 15, 1953

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached is a conformed copy of a finance agreement with Crook County covering the Powell Butte Junction-Deschutes County Line Section project, FAS 554, in Crook County.

The original of the above agreement has been retained in this office for the Commission's files and a fully executed copy has been sent to the County Court of Crook County.

Yours very truly,

Secretary

rn
Attach: 1

FORM E-30 37,000 4-52 56005

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 4, 1953

SUBJECT:

To: Mr. W. C. Williams
OFFICE

Glaisyer

1 Copy in [illegible] Case

Attached are three copies of a finance agreement executed by the county covering the Powell Butte Junction-Deschutes County Line Section project, FAS 554, in Crook County.

Two copies have been executed by the county and are now ready for presentation to the Highway Commission.

John W. Cattrall
Engineer, County and City Relations

By John D. Graham

John D. Graham
Office Engineer

JDG:MM
Att.

AUTHORIZED BY HIGHWAY COMMISSION
DATE Jan 21, 1953 minute page 22
H B Glaisyer
Secretary

RECEIVED FOR FILING

December 8, 1952

FINAL COST ANALYSIS

Powell Butte - Deschutes Co. Line Sec.
Contract #3630

Powell Butte Secondary Hwy.
Prefix 107-1014 - S-98(2), S-118(1)

12(2)
11(1)

Contractors-Babler Bros. & Rogers Construction Co.
Resident Engineer-A. A. Fossen

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	All		$1,000.00	$	$ 580.72	$ 1,000.00
Struc. Exc., Unclass	216.93	Cu. Yds.	4.00	1.57	339.44	867.72
Gen. Exc., Unclass	34,084.2	" "	1.00	0.63	21,596.14	34,084.20
Short Overhaul	110,793.2	Yd. Sta.	0.02	0.013	1,396.85	2,215.87
Long "	3614.2	C-Yd. Sta.	0.60	0.38	1,367.00	2,168.52
Fin. R/B & Slopes	4.94	Mile	600.00	336.75	1,663.53	2,964.00
12" Corr. Metal P.	970	Lin. Ft.	2.75	2.68	2,595.76	2,667.50
18" " " "	70	" "	4.00	3.87	270.70	280.00
24" " " "	54	" "	7.00	6.45	348.23	378.00
Salv. Culvert Pipe	354	" "	2.00	1.06	375.33	708.00
1½-0" Cinders in Base & Shoulder	20,822	Cu. Yds.	2.25	1.94	40,398.40	46,849.50
Sprinkling	582	M/Gals.	2.00	1.70	986.87	1,164.00
Prep. of Base	7.53	Mile	100.00	76.33	574.74	753.00
Furn. & Place Aggrs.	4,871	Cu. Yds.	3.50	2.15	10,469.43	17,048.50
Furn. & Place 150-200 Asphalt	481.05	Tons	39.00	34.97	16,821.22	18,760.95
P.A.#1, 3/4-0 Cr. Cinders in S.P.	1,500	Cu. Yds.	1.00	1.087	1,630.50	1,500.00
P.A.#2, Pur. Exc. Cr. Cinders in S.P.	3878.5	" "	0.75	1.087	4,215.93	2,908.88
S.P. Reject Cinder in S. P.	613.4	" "	0.25	0.25	153.35	153.35
					$105,784.14	$136,471.99

Gross Revenue	$136.471.99
Total Cost	105.784.14
Net Profit	$ 30,687.85

Net Profit Equals 22.5% of Gross Revenue

Powell Butte-Deschutes Co. Line
Contract #3630

Detail of Cost
Babler & Rogers

Labor:					
Labor & Supervision				$22,343.58	
Labor Insurance				1,375.36	
					$ 23,718.94
Materials:					
12" Corr. Metal P.	970	Ft.	at $ 1.98	1,920.60	
12" Corr. Metal Bands	2	Each	" 2.40	4.80	
18" Corr. Metal P.	70	Ft.	" 2.82	197.40	
18" Corr. Metal Bands	3	Each	" 4.05	12.15	
24" Corr. Metal P.	54	Ft.	" 4.34	235.44	
24" Corr. Metal Bands	2	Each	" 5.01	10.02	
150-200 Asphalt	481.05	Tons	" 22.00	10,583.31	
Freight on Asphalt	481.05	"	" 7.05	3,390.74	
					16,354.46
Equipment Rentals & Misc. Expense:					
Equipment Rentals (Owned)				26,811.42	
" " (Hired)				1,068.00	
Hired Trucks (Fully operated)				20,509.20	
Gas, Oil & Grease				6,121.10	
P. U. C. Fees				121.35	
P.L. & P.D. Insurance				279.30	
Small Tools & Misc. Supplies				1,132.90	
Freight & Cartage				354.18	
Explosives				4,288.53	
Bond				1,000.46	
Home Office & General Overhead				4,024.30	
					65,710.74
Total Cost					$105,784.14

Powell Butte-Deschutes Co. Line
Contract #3630

Breakdown of Crushing Costs

Items	Quantity	Unit	Amount	Unit Cost
Move In & Setup	31,071.5	Cu. Yds.	$ 2,642.85	$0.085
Load & Haul To Crusher	31,071.5	" "	7,007.97	0.225
Crushing	31,071.5	" "	14,002.61	0.45
Stockpiling at Plant	31,071.5	" "	678.66	0.026
			$24,332.09	$0.786

Actual crushing time 296 hours for an average production of 105 cubic yards of crushed cinders per hour.

Powell Butte-Deschutes Co. Line
Contract #3630

Remarks:

This was a "Federal Aid Secondary Project". The contract calling for construction of 4.93 miles highway road-bed, construction of 4.93 miles of cinder base & shoulders and construction of 7.53 miles of type 0-11 oil mat wearing surface. The project was bid and awarded February 1, 1952, and completed May 29, 1952.

The contractor moved in and started grading February 11, 1952. Equipment used on grading consisted of 2 blades, 3 Euclid scrapers, 2 - D8 cats with 15 cubic yard scrapers, 1 - D8 cat and dozer with ripper and 3 compressors. Approximately 80% of the general excavation was common excavation and 20% solid lava. Most of the lava rock which broke big was wasted and good material hauled in to make the fills. Having good equipment with good production this item shows a profit.

On February 5, 1952, the contractor moved a 3 crusher plant into cinder pit, located 0.4 mile westerly from the Redmond-Bend Secondary Highway at Mile Point 2.3. The crushing plant worked 2 - 8 hour shifts 6 days a week. The plant was fed with 3/4 cubic yard shovel and 2 - 6 cubic yard dumptors with D6 cat and dozer pushing cinders to the shovel. Long conveyors were used in stockpiling crushed cinders at the crusher. Later all crushed materials were loaded with 3/4 cubic yard shovel and Athney loader into hired trucks and hauled to the job.

Oiling operation started May 6, 1952, and completed May 19, 1952. Oiling equipment consisted of 2 distributors, 6 - 6 cubic yard trucks, 1 blade and 2 - 10 ton rollers. All asphalt was hauled from Portland in transports and unloaded direct into the distributors.

This project shows a nice profit due to good supervision, equipment, high production and low move in cost.

E. H. Clymer
Cost Analyst

By . . . K. T. Wechter

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
Aug. 25, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3630	4-final	Babler & Rogers	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
15294	R-47932	$ 4,091.25	8/25/52

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1952

Time Extensions: None

Completion Date: May 29, 1952

Date Accepted: July 10, 1952

Penalties: None of record

Claims: None of record

Remarks:

Date: 8-26-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: AUG [illegible] 1952

[illegible] ON CARD

Form PR 2 (Revised 1946)

State Oregon

Project No. S-98(2)

Federal Aid Secondary

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 7th day of August, 1952, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 2nd day of November, 1951, a program, which was approved on the 15th day of January, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 16th day of January, 1952; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of forty-two thousand and 00/100 dollars ($42,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 289+36.25 on the east boundary of the SE 1/4, Section 17, T-16-S, R-14-E, W.M., and survey station 398+77.24 at the west boundary of the SW 1/4, Section 19, T-16-S, R-14-E, W.M., the Deschutes County Line, without exception, length 2.072 miles, in Crook County, being Oregon Federal Aid / Secondary project No. S-98(2), consisting of 2.072 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of a mile in length~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secondary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of forty-two thousand and 00/100 dollars ($42,000.00), which does not exceed the authorized Federal pro rata share of sixty-eight thousand nine hundred five and 65/100 dollars ($68,905.65), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:
(Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch

Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 10—11379-8

Oregon State Highway Department

Federal Aid Secondary
Project No. S-98 (2)

POWELL BUTTE-DESCHUTES COUNTY LINE SECTION OF THE

POWELL BUTTE HIGHWAY IN CROOK COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 21, 1952

Type Code 5231
Roadway (Sta. 239+36.25 to 398+77.24)

All Required		Clearing and Grubbing		$ 400.00
40	cu. yds.	Structural Excavation, Unclassified	$ 4.00	160.00
17,600	cu. yds.	General Excavation, Unclassified	1.00	17,600.00
57,000	yd. stas.	Short Overhaul	.02	1,140.00
2,400	C-yd. stas.	Long Overhaul	.60	1,440.00
2.07	miles	Finishing Roadbed & Slopes	600.00	1,242.00
70	lin. ft.	12-inch Corrugated Metal Pipe	2.75	192.50
210	lin. ft.	18-inch Corrugated Metal Pipe	4.00	840.00
50	lin. ft.	24-inch Corrugated Metal Pipe	7.00	350.00
9,800	cu. yds.	1½" - 0 Cinders in Base and Shoulders	2.25	22,050.00
280	M-gals.	Sprinkling	2.00	560.00
2.07	miles	Preparation of Base	100.00	207.00
3,100	cu. yds.	Furnishing and Placing Aggregates	3.50	10,850.00
110	tons	Furnishing and Placing 150-200 Asphalt	39.00	4,290.00
30	tons	Furnishing and Placing RS-1 Emulsified Asphalt	44.00	1,320.00
			Subtotal	$62,641.50
			10% Engr. & Cont.	6,264.15
			Total	$68,905.65

Length of Project	2.072 miles
Cost per mile	33,255.62

Federal Funds- -	$42,000.00
State Funds- -	26,905.65
	$68,905.65

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
State Funds for Maintenance: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-98 (2)

[illegible] COUNTY LINE SECTION OF THE
[illegible] HIGHWAY IN [illegible] COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 4, 1952

Type Code 1231
Roadway (Sta. 389+36.25 to 398+77.24)

All Required		Clearing and Grubbing (L.S.)		$ 1,200.00
40	cu. yds.	Structural Excavation, Unclassified	$ 3.00	120.00
17,600	cu. yds.	General Excavation, Unclassified	1.00	17,600.00
57,000	yd. stas.	Short Overhaul	0.02	1,140.00
2,400	C-yd. stas.	Long Overhaul	0.50	1,200.00
2.07	miles	Finishing Roadbed and Slopes	500.00	1,035.00
70	lin. ft.	12-inch Corrugated Metal Pipe	3.00	210.00
210	lin. ft.	18-inch Corrugated Metal Pipe	4.50	945.00
50	lin. ft.	24-inch Corrugated Metal Pipe	7.00	350.00
9,800	cu. yds.	1½" - 0 Cinders in Base and Shoulders	2.50	24,500.00
280	M-gals.	Sprinkling	3.00	840.00
2.07	miles	Preparation of Base	200.00	414.00
3,100	cu. yds.	Furnishing and Placing Aggregates	3.75	11,625.00
110	tons	Furnishing and Placing 150-200 Asphalt	42.00	4,620.00
30	tons	Furnishing and Placing [illegible]-1 Emulsified Asphalt	45.00	1,350.00
			Subtotal	$67,149.00
			10% Engr. & Cont.	6,714.90
			Total	$73,863.90

Length of Project 2.072 miles
Cost per mile $35,648.60

Federal Funds- $45,000.00
State Funds- 28,863.90

$73,863.90

RECEIVED
AUG 1 9 1952
FOR FILING

August 7, 1952

General Casualty Company of America
Dooly and Company, Agents
Board of Trade Building
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3630 for grading and surfacing on the Powell Butte-Deschutes County Line Section of the Powell Butte Secondary Highway in Crook County was completed by the contractor, Babler and Rogers, on May 29, 1952, and was formally accepted by the Commission on July 10, 1952.

Final payment in the amount of $4,091.25 will be released to the contractor on or after August 17. The total contract amount is $136,471.99 and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington

Attn: Surety Department

Form PR 2 (Revised 1946)

State Oregon

Federal Aid Secondary Project No. S-118(1)

S-98(2)
-118(1)
[illegible]

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 22nd day of July, 1952 by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 2nd day of November, 1951, a program, which was approved on the 15th day of January, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 16th day of January, 1952; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of forty-six thousand and 00/100 dollars ($46,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, (Include date and citation of Laws 1939. act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 0+12 on the east line of the SE 1/4, Section 21, T-15-S, R-14-E, W.M. and survey station 289+36.25 on the east line of the SE 1/4, Section 17, T-16-S, R-14-E, W.M., except stations 119+64.5 to 120+15.5 and 152+52 to 152+84., length 5.462 miles, in Crook County, being Oregon Federal Aid / Secondary project No. S-118(1), consisting of 5.462 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~[illegible]~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrater", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary ~~Secondary~~ of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of forty-six thousand and 00/100 dollars ($46,000.00), which does not exceed the authorized Federal pro rata share of seventy-eight thousand seven hundred twenty-six and 45/100 dollars ($78,726.45), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing

Chapter 529, Laws 1939.

funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

Assistant STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-118 (1)

POWELL BUTTE-DESCHUTES COUNTY LINE SECTION OF THE POWELL BUTTE HIGHWAY IN CROOK COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 12, 1952

Type Code 5231
Roadway (Sta. 0+12 to 289+36.25)

All Required		Clearing and Grubbing (60%)		$ 600.00
60	cu. yds.	Structural Excavation, Unclassified	$ 4.00	240.00
3,300	cu. yds.	General Excavation, Unclassified	1.00	3,300.00
29,000	yd. stas.	Short Overhaul	.02	580.00
1,100	C-yd. stas.	Long Overhaul	.60	660.00
2.86	miles	Finishing Roadbed & Slopes	600.00	1,716.00
770	lin. ft.	12-inch Corrugated Metal Pipe	2.75	2,117.50
60	lin. ft.	Salvaging Culvert Pipe	2.00	120.00
13,200	cu. yds.	1½" - 0 Cinders in Base and Shoulders	2.25	29,700.00
370	M-gals.	Sprinkling	2.00	740.00
5.46	miles	Preparation of Base	100.00	546.00
3,500	cu. yds.	Furnishing and Placing Aggregates	3.50	12,250.00
280	tons	Furnishing and Placing 150-200 Asphalt	39.00	10,920.00
70	tons	Furnishing and Placing RS-1 Asphalt	44.00	3,080.00
			Subtotal	$71,569.50
			10% Engr. & Cont.	7,156.95
			Total	$78,726.45

Length of Roadway	5.462 miles
Length of 2 Bridges	.016 mile (Exception)
Total Length	5.478 miles
Cost per mile, Roadway	$14,413.48

Federal Funds- -	$46,000.00
State Funds- -	32,726.45
	$78,726.45

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
State Funds for Maintenance: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-118 (1)

POWELL BUTTE-DESCHUTES COUNTY LINE SECTION OF THE

POWELL BUTTE HIGHWAY IN CROOK COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 21, 1952

Type Code 5231
Roadway (Sta. 0+12 to 289+36.25)

All Required		Clearing and Grubbing (60)		600.00
60	cu. yds.	Structural Excavation, Unclassified	4.00	240.00
8,300	cu. yds.	General Excavation, Unclassified	1.00	8,300.00
29,000	yd. stas.	Short Overhaul	.02	580.00
1,100	C-yd. stas.	Long Overhaul	.60	660.00
2.86	miles	Finishing Roadbed & Slopes	600.00	1,716.00
770	lin. ft.	12-inch Corrugated Metal Pipe	2.75	2,117.50
60	lin. ft.	Salvaging Culvert Pipe	2.00	120.00
13,200	cu. yds.	1½" - 0 Cinders in Base and Shoulders	2.25	29,700.00
370	M-gals.	Sprinkling	2.00	740.00
5.46	miles	Preparation of Base	100.00	546.00
3,500	cu. yds.	Furnishing and Placing Aggregates	3.50	12,250.00
280	tons	Furnishing and Placing 150-200 Asphalt	39.00	10,920.00
70	tons	Furnishing and Placing RC-1 Asphalt	44.00	3,080.00
			Subtotal	$71,569.50
			10% Engr. & Cont.	7,156.95
			Total	$78,726.45

Length of Roadway 5.467 miles
Length of 2 Bridges .009 mile (Exception)
Total Length 5.476 miles
Cost per mile, Roadway $14,400.30

Federal Funds- -	$46,000.00
State Funds- -	32,726.45
	$78,726.45

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920,
Chap. 529, laws 1939.
State Funds for Maintenance: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-118 (1)

[illegible] SECTION OF THE
[illegible] COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 21, 1952

Type Code 5231
Roadway (Sta. 0+12 to 289+36.25)

All Required		Clearing and Grubbing (60)		$ 600.00
60	cu. yds.	Structural Excavation, Unclassified	$ 4.00	240.00
8,300	cu. yds.	General Excavation, Unclassified	1.00	8,300.00
29,000	yd. stas.	Short Overhaul	.02	580.00
1,100	M-yd. stas.	Long Overhaul	.60	660.00
2.86	miles	Finishing Roadbed & Slopes	600.00	1,716.00
770	lin. ft.	12-inch Corrugated Metal Pipe	2.75	2,117.50
60	lin. ft.	Salvaging Culvert Pipe	2.00	120.00
13,200	cu. yds.	1½" - 0 Cinders in Base and Shoulders	2.25	29,700.00
370	M-gals.	Sprinkling	2.00	740.00
5.46	miles	Preparation of Base	100.00	546.00
3,500	cu. yds.	Furnishing and Placing Aggregates	3.50	12,250.00
280	tons	Furnishing and Placing 150-200 Asphalt	39.00	10,920.00
70	tons	Furnishing and Placing RS-1 Asphalt	44.00	3,080.00
			Subtotal	$71,569.50
			10% Engr. & Cont.	7,156.95
			Total	$78,726.45

Length of Roadway	5.467 miles
Length of 2 Bridges	.009 mile (Exception)
Total Length	5.476 miles
Cost per mile, Roadway	$14,400.30

Federal Funds- $46,000.00
State Funds- 32,726.45

$78,726.45

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920, Chap. 529, laws 1939.
State Funds for Maintenance: Chap. 529, laws 1939.

DESCHUTES CO. LINE-POWELL BUTTE SECTION

Projects Nos. S-93 (2) and S-118 (1)

All necessary rights of way or rights of entry have been acquired for this project.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

January 7, 1952

Oregon State Highway Department

Federal Aid Secondary
Project No. S-118 (1)

POWELL BUTTE–DESCHUTES COUNTY LINE SECTION OF THE POWELL BUTTE HIGHWAY IN CROOK COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 10, 1952

Type Code 5231
Roadway (Sta. 0+12 to 289+36.25)

All Required		Clearing and Grubbing (60%)		$ 1,800.00
60	cu. yds.	Structural Excavation, Unclassified	$ 3.00	180.00
8,300	cu. yds.	General Excavation, Unclassified	1.00	8,300.00
29,000	yd. stas.	Short Overhaul	0.02	580.00
1,100	C-yd. stas.	Long Overhaul	0.50	550.00
2.86	miles	Finishing Roadbed and Slopes	500.00	1,430.00
770	lin. ft.	12-inch Corrugated Metal Pipe	3.00	2,310.00
60	lin. ft.	Salvaging Culvert Pipe	2.00	120.00
13,200	cu. yds.	$1\frac{1}{2}$" - 0 Cinders in Base and Shoulders	2.50	33,000.00
370	M-gals.	Sprinkling	3.00	1,110.00
5.46	miles	Preparation of Base	200.00	1,092.00
3,500	cu. yds.	Furnishing and Placing Aggregates	3.75	13,125.00
280	tons	Furnishing and Placing 150-200 Asphalt	42.00	11,760.00
70	tons	Furnishing and Placing MC-1 Asphalt	45.00	3,150.00
			Subtotal	$78,507.00
			10% Engr. & Cont.	7,850.70
			Total	$86,357.70

Length of Roadway	5.462 miles
Length of 2 Bridges	.016 mile (exception)
Total Length	5.478 miles
Cost per mile, Roadway	$15,810.63

Federal Funds- -	$46,000.00
State Funds- -	40,357.70
	$86,357.70

Oregon State Highway Department

Federal Aid Secondary
Project No. S-118 (1)

POWELL BUTTE-DESCHUTES COUNTY LINE SECTION OF THE POWELL BUTTE HIGHWAY IN CROOK COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 4, 1952

Type Code 5231
Roadway (Sta. 0+12 to 289+36.25)

All Required		Clearing and Grubbing (60%)		$ 1,800.00
60	cu. yds.	Structural Excavation, Unclassified	$ 3.00	180.00
8,300	cu. yds.	General Excavation, Unclassified	1.00	8,300.00
29,000	yd. stas.	Short Overhaul	0.02	580.00
1,100	C-yd. sta.	Long Overhaul	0.50	550.00
2.86	miles	Finishing Roadbed and Slopes	500.00	1,430.00
770	lin. ft.	12-inch Corrugated Metal Pipe	3.00	2,310.00
60	lin. ft.	Salvaging Culvert Pipe	2.00	120.00
13,200	cu. yds.	1½" - 0 Cinders in Base and Shoulders	2.50	33,000.00
370	M-gals.	Sprinkling	3.00	1,110.00
5.46	miles	Preparation of Base	200.00	1,092.00
3,500	cu. yds.	Furnishing and Placing Aggregates	3.75	13,125.00
280	tons	Furnishing and Placing 150-200 Asphalt	42.00	11,760.00
70	tons	Furnishing and Placing RS-1 Asphalt	45.00	3,150.00
			Subtotal	$78,507.00
			10% Engr. & Cont.	7,850.70
			Total	$86,357.70

Length of Roadway	5462 ~~5.460~~ miles	
Length of 2 Bridges	.016 miles	(Exception)
Total Length	5478 ~~5.476~~ miles	
Cost per mile, Roadway	~~$15,816.42~~ 15810 63	

Federal Funds- -	$46,000.00
State Funds- -	40,357.70
	$86,357.70

RECEIVED

FOR FILING

June 12, 1952

General Casualty Company of America
Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Babler & Rogers on contract No. 3630, covering the Powell Butte-Deschutes County Line Section of the Powell Butte Secondary Highway in Crook County.

This payment, in the amount of $38,776.46, will be released to the contractor on or after June 23, 1952. The retained percentage is $4,094.25.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Department

NOTED ON CARD

6-12-52 gl

Form E-1—10M—4-51

RECEIVED
OFFICE OF
CONSTRUCTION ENGINEER

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 5, 1952

Section Powell Butte- Deschutes County Line

Kind of work Grading & oilmat surfacing

Highway Powell Butte Secondary

Section prefix 107-1014

Contractor Babler & Rogers

Contract number 5630

Date of contract February 1, 1952

Date of completion September 30, 1952

Date work started February 5, 1952

Estimated date of completion completed, 19

Amount of contract . Bid items $ 134,211.00
P.A.#1 . . . . 1,500.00
Adjust Bridges 800.00

Per cent of time elapsed 119/243 49.6 %

Estimated cost of completed project, exclusive of engineering . semi-final estimate . . . . . . $ 136,853.69

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $ 8160, 6.01 %

Date project was completed May 29, 1952

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Crushing of surfacing materials started February 13, when the Rogers plant had been set up. This work continued until the nite of the 5th of March. At that time it was estimated that the required base surfacing and oil rock needed ~~specified~~ were well above the requirements.

Grading work started on February 11 th and was completed on March 20th. Placing of 1½"-0 base surfacing started on March 4th and continued until March 21. Maintaining work and general clean up of the grading section completed April 1. The newly surfaced grade was then allowed to set until in May when preparations for oiling got underway. Preparation of grade prior to the application of the specified oilmat started on May 6 and was completed on May 9th. Placing of the oilmat started on May 10 and was completed May 19. Brooming and maintenance work was completed on May 24 th. General cleanup and final blading of shoulders completed on June 5th.

Crushing by Rogers, the balance of work done by Babler Bros.

Final report.

NOTED
H. G. SMITH

Signed A. A. Fossen, Res Engr

Address Hwy Department BEND

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.94	4.94		7.56	
Miles partially completed					
Miles completed	4.94	4.94	P.A.	7.56	
Total estimated quantities	25900		1500.	490 Tons Asph 6600 cy aggregates	
Estimated quantities moved or placed to date	34084.2	smi-final figures	1500	481.05 Tons Asph 4871 cy aggregates	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				7	
Average force on project for week				1	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	1						1
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders 1 ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			One day only blading shoulders
Monday			
Tuesday			
Wednesday			
Thursday	Fair & warm Lt Rain PM		
Friday			
Saturday			

STATE PRINTING DEPT. 48419

RECEIVED
JUN 9 1952
FOR FILING

June 2, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on May 29, 1952 on Contract No. 3630, Powell Butte-Deschutes County Line Section, in connection with Federal Aid Project No. S-98 (2), S-118 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp
cc: John Cattrall

RECEIVED
FOR FILING

March 17, 1952

Babler & Rogers
4617 S. E. Milwaukie Ave.
Portland 2, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3630, which was awarded to you on February 1, 1952 by the State Highway Commission, for grading and surfacing on the Powell Butte-Deschutes County Line Section of the Powell Butte Secondary Highway in Crook County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded

RECEIVED
FOR FILING

S 98(2)
S 118(1)
3630

February 11, 1952

Mr. C. C. Polk, District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on February 5, 1952 on Contract No. 3630, Powell Butte-Deschutes County Line Section, in connection with Federal Aid Project No. S-98 (2) S-118 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

RECEIVED
FEB 5 1952
FOR FILING

February 4, 1952

Babler & Rogers,
4617 S. E. Milwaukie Avenue
Portland 2, Oregon

Gentlemen:

The State Highway Commission on February 1, 1952, awarded you Contract No. 3630 for the grading and surfacing project of the Powell Butte-Deschutes County Line Section of the Powell Butte Secondary Highway in Crook County. This award was based on your low bid of $134,211 submitted on that date.

I am enclosing a copy of the proposal form, which contains specifications, and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhs
Encl.

cc: H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

RECEIVED
1952
FOR FILING
OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

February 1, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project S-98(2), Powell Butte-Deschutes County Line Section of the Powell Butte Highway, to Babler and Rogers of Portland, low bidder in the total amount of $134,211.00 for the construction of this project and Project S-118(1), combined under the same contract at the February 1, 1952 bid opening.

Very truly yours,

C G Polk
C. G. Polk
District Engineer

RECEIVED
1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
1952
FOR FILING
OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

February 1, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project S-118(1), Powell Butte-Deschutes County Line Section of the Powell Butte Highway, to Babler and Rogers of Portland, low bidder in the total amount of $134,211.00 for the construction of this project and Project S-98(2), combined under the same contract, at the February 1, 1952 bid opening.

Very truly yours,

C G Polk
C. G. Polk
District Engineer

RECEIVED
FEB 5 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING
OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

January 16, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project S-98(2), Powell Butte-Deschutes County Line, have today been recommended for approval, subject to such changes as may be required, by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

C. G. POLK
District Engineer

Tom

RECEIVED
AUG 22 1951
FOR FILING

[illegible]
[illegible]
[illegible]

Cross Referenced To:
Above
Petitions
Crook Co.

August 16, 1951

Mr. N. L. Weigand
Powell Butte
Oregon

Dear Sir:

Receipt is acknowledged of your petition requesting improvement of the Powell Butte Secondary Highway between the Deschutes County line and a connection with the Ochoco Highway.

I am pleased to advise you that the State Highway Commission has already approved the construction of this 7.7-mile roadway section in 1952, providing that there are no restrictions on such construction by reason of the present emergency.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me hi
cc Mr. W. C. Williams

Powell Butte, Oregon
August 10, 1951

Mr. R.H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

Enclosed find petitions directed to the members of the State Highway Commission from the people who reside in our area asking for the early completion of the Powell Butte secondary highway.

While it isn't a large project it is important to us and affects our welfare.

We are confident that you will desire to discuss the Completion of this highway with the members of the Commission. I can assure you of the complete cooperation of the residents of this area.

I will appreciate it if you will advise me of the decision reached.

Sincerely,

N. L. Weigand

N.L. Weigand

CC: Ben R. Chandler
Chas. H.Reynolds
M.K. McIver

To the Honorable members of the
Oregon State Highway Commission:

We, the farmers and residents of the Powell Butte area, located in Crook County, Oregon, respectfully request your consideration of the improvement of the Powell Butte secondary highway, between the Crook County line and a connection with the Ochoco highway, a project approximately 7.7 miles in length. Building this stretch of road will complete this secondary highway. It will provide our area with a suitable and needed outlet over which we may haul our farm produce and livestock to markets. It will provide a direct route between Prineville and Bend. It is our opinion that the completion of this stretch would cut maintenance costs to the State. At present, equipment must be moved in from Redmond to grade and keep it in condition for travel.

We understand that this project is now being considered by your Commission. Your designation of it for early completion will be appreciated.

Respectfully submitted:

Norma M. Weigand
Janice Weigand
J. anne Weigand
B. Weigand
Esther H. Weigand
Lloyd A Bussett
Evelyn M Bussett
W. C. Hapgood
Lula M. Hapgood
Keith Pirie
Mary M. Pirie.
L. R. McCormick.
Fred T. Barton
Charlotte Barton
Mrs. Otty M. Paulu.
Jim Heston
Mrs. Mayme Heston
Geo. Ralle
Mildred M. Ralle
Ralla Weigand
S. F. Beatty

Cecile Beatty
Dolores McCaffery
Jack McCaffery
Mrs Fred McCaffery
Pat L. Porter
Edwin Ernst
Carlton Ernst
Ray Shumway
Clyde Carlson
Mrs. Jack Shumway
Geo. W. Simmons
Laura K. Simmons
Jack Shumway
Irene Timmerman
Millard R. Eakin.
Ima L. Eakin
A. C. Mustard
Stella Mustard
Eugene O. Hargis

To the Honerable members of the
Oregon State Highway Commission:

We, the farmers and residents of the Powell Butte area, located in Crook County, Oregon, respectfully request your consideration of the improvement of the Powell Butte secondary highway, between the Crook County line and a connection with the Ochoco highway, a project approximately 7.7 miles in length. Building this stretch of road will complete this secondary highway. It will provide our area with a suitable and needed outlet over which we may haul our farm produce and livestock to markets. It will provide a direct route between Prineville and Bend. It is our opinion that the completion of this stretch would cut maintenance costs to the State. At present, equipment must be moved in from Redmond to grade and keep it in condition for travel.

We understand that this project is now being considered by your Commission. Your designation of it for early completion will be appreciated.

Respectfully submitted:

N. L. Weigand
Phil Weigand
Earl Jesse
Nevada M. Day
Hazel Jones
Homer Jones
Ruth E. Moon
Chet V. Moon
E. W. Peterson
Phyllis T. Peterson
Albert M. Dohy
Lorraine Dohy
Larry Zimmerman
Roy Adney
Elmon L. Adney
Ward Adney
Ethel Adney
Gayle Shaw
J. C. Haynes
[illegible]
S. D. Ayres

Raymond Ayres
Archie Peeler
Paul P. Spillman
H. B. Mayers
Mrs. H. B. Meyers
H. F. Hapgood
Elmer Hostetter
Maxine M. Hapgood
Melvin M. Foster
Louise Rector
H. H. Rector
John F. Day
Shirley Horsell
Arthur L. Horsell
B. L. Allen
Lela Allen
Marjorie Jesse
Eugene Mears
C. L. Neill
Mrs. J. W. Hacker
Mrs. Sidney Hacker

Frank Kissler
Ernest R Hall
Hahlers
Ora C Foster
Carl Fischer
Lynn Fischer

BFI-174(16) Second St. O'Xing at Hood 1952
River, Columbia River Hwy.
#3631 & #3659

BFI-174 (16)

3631

CROSS REFERENCE SHEET

Name or Subject

File No.

Regarding FINAL AUDIT

Date September 4, 1957

SEE

Name or Subject

FI-35(3), Contract #3507

File No.

File cross reference form under name or subject at top of the sheet and by the latest date of papers. Describe matter for identification purposes. The papers, themselves, should be filed under name or subject after "SEE."

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941

State Oregon

Federal Aid Bond Issue Project No. BFI-174(16)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 13th day of August, 1953, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 20th day of November, 1951, a program, which was approved on the 16th day of January, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Bureau of Public Roads on the 16th day of January, 1952; and

Whereas the Division Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of eighty-one thousand and 00/100 dollars ($ 81,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Proceeds of Bonds authorized by Chapter 491, Oregon Laws 1951, viz.: (Include date and citation of act of legislature by which authorized)

~~(b) From other sources~~

Issue	Amount	Date of Issue	Beginning Date of Maturities
First	$15,000.000	Oct. 1, 1951	Oct. 1, 1952
Second	15,000,000	Mar. 1, 1952	Mar. 1, 1953
Third	10,000,000	Mar. 1, 1953	Mar. 1, 1954

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 10+30 at the intersection of Cascade Ave. and 2nd St., and survey station 15+57 on 2nd St. produced, all in Hood River, except stations 13+40.24 to 14+01.0, length 0.079 miles, in Hood River County, being Oregon Federal Aid / Bond Issue project No. BF1-174(16), consisting of 0.000 miles of roadway and two bridges, each of more than 20 feet clear span, 0.079 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of eighty-one thousand and 00/100 dollars ($81,000.00), which does not exceed the authorized Federal pro rata share of one hundred forty-three thousand, three hundred thirty and 55/100 dollars ($143,330.55), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. No payments hereunder will be made to the State as the construction of said project progresses or immediately upon its completion, and no present or immediate obligation is created by this agreement against Federal-aid funds apportioned and now unobligated and available to the State, the purpose and intent of this agreement being to provide aid to the State, as authorized by section 5 of the Federal-Aid Highway Act of 1950, in retiring annual maturities of the principal indebtedness of the bonds mentioned in Article I hereof, and as such bonds mature annually and the State requests Federal reimbursement pursuant hereto to aid in meeting such annual maturities and certifies that such bonds have been retired the Bureau of Public Roads will submit vouchers to the Secretary of the Treasury for payment to the State Treasurer, hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon, of such sums based on such annual maturities as the State shall request and as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. If in any year no Federal funds apportioned to the State shall be unobligated and available from which payments hereunder may be made there shall be no obligation on the part of the Federal Government hereunder on account of bond maturities for that year.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R. Chandler
Chairman, State Highway Commission
(Title of officer)

By Chas H. Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

Attest
SECRETARY

RECOMMENDED FOR APPROVAL:
STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,

By W. H. Lynch
Division Engineer,
Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11370-4

AUG 17 1953

Oregon State Highway Department

Federal Aid Project
No. BFI-174 (16)

HOOD RIVER (2nd ST. STRUCTURES) [illegible] SECTION ON THE COLUMBIA RIVER HIGHWAY IN HOOD RIVER COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 18, 1953

Second St., Hood River, Connection; Sta. 1124+82.52

Type Code X121
Second St. Overcrossing, U.P.R.R. (Sta. 10+72.5 to 13+40.24)
(Contract No. 3631)

450	cu. yds.	Structural Excavation	$ 15.00	$ 6,750.00
10	cu. yds.	Excavation Below Elevation Shown	30.00	300.00
1,850	lin. ft.	Furnish Treated Piling	1.25	2,312.50
36	only	Drive Piles	41.00	1,476.00
690	cu. yds.	Class "A" Concrete	65.00	44,850.00
140,000	lbs.	Metal Reinforcement	.091	12,740.00
640	lin. ft.	Metal Rail	11.00	7,040.00
				$ 75,468.50

Work Performed by Union Pacific Forces

All Required	Move and Re-establish Water Tank	$ 10,000.00
All Required	Rearrange Signal and Telephone Lines	2,000.00
All Required	Install Guard Rail	1,000.00
		$ 13,000.00

Type Code X221
Overcrossing Structure (Sta. 14+02 to 15+57) (Contract No. 3659)

190	cu. yds.	Structural Excavation	$ 10.00	$ 1,900.00
10	cu. yds.	Excavation below Elevation Shown	20.00	200.00
2,600	lin. ft.	Furnish Treated Piling	2.10	5,460.00
56	only	Drive Piles	59.00	3,304.00
340	cu. yds.	Class "A" Concrete	59.00	20,060.00
73,000	lbs.	Metal Reinforcement	.10	7,300.00
328	lin. ft.	Metal Rail	11.00	3,608.00
				$ 41,832.00

Subtotal	$130,300.50
10% Engr. & Cont.	13,030.05
Total	$143,330.55

Length of Railroad Overcrossing Structure 0.049 mile
Length of Highway Overcrossing Structure 0.030 mile

Federal Funds- -	$ 81,000.00
State Funds- -	62,330.55
	$143,330.55

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
State Funds for Maintenance: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Project
No. BFI-174 (16)

HOOD RIVER (2nd St. STRUCTURES) MOSIER SECTION
ON THE COLUMBIA RIVER HIGHWAY IN HOOD RIVER COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 26, 1952

SECOND ST., HOOD RIVER, CONNECTION, STA. 1194+82.52

Type Code X121
Second St. Overcrossing, U.P.R.R. (Sta. 10+79.5 to 13+40.24)
(Contract No. 3631)

450	cu. yds.	Structural Excavation	$15.00	$ 6,750.00
10	cu. yds.	Excavation Below Elevation Shown	30.00	300.00
1,850	lin. ft.	Furnish Treated Piling	1.25	2,312.50
36	only	Drive Piles	41.00	1,476.00
690	cu. yds.	Class "A" Concrete	65.00	44,850.00
140,000	lbs.	Metal Reinforcement	0.091	12,740.00
640	lin. ft.	Metal Rail	11.00	7,040.00
				$ 75,468.50

Work Performed by Union Pacific Forces

All Required	Move and Re-establish Water Tank	$ 10,000.00
All Required	Rearrange Signal and Telephone Lines	2,000.00
All Required	Install Guard Rail	1,000.00
		$ 13,000.00

Type Code X621
~~Undercrossing~~ Structure (Sta. 1194+82.52)

190	cu. yds.	Structural Excavation	$10.00	$ 1,900.00
10	cu. yds.	Excavation Below Elevation Shown	10.00	100.00
2,600	lin. ft.	Furnish Treated Piling	1.50	3,900.00
56	only	Drive Piles	60.00	3,360.00
340	cu. yds.	Class "A" Concrete	65.00	22,100.00
73,000	lbs.	Metal Reinforcement	0.12	8,760.00
328	lin. ft.	Metal Rail	12.00	3,936.00
				$ 44,056.00
			Subtotal	$132,524.50
			10% Engr. & Cont.	13,252.45
			Total	$145,776.95

Length of Railroad Overcrossing Structure 0.049 mile
Length of Highway ~~Undercrossing~~ Overcrossing Structure ~~0.00~~ [illegible] mile

Federal Funds- -	$ 81,000.00
State Funds- -	64,776.95
	$145,776.95

Oregon State Highway Department

Federal Aid Project
No. BFI-174 (16)

HOOD RIVER (2nd ST. STRUCTURES) BRIDGE SECTION
OF THE COLUMBIA RIVER HIGHWAY IN HOOD RIVER COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 14, 1952

SECOND ST., HOOD RIVER, CONNECTION, STA. 1194+82.52

Type Code X121
Second St. Overcrossing, U. P. R. R. (Sta. ~~10+30~~ 10+79½ to 11+40.24)

450	cu. yds.	Structural Excavation	$10.00	$ 4,500.00
10	cu. yds.	Excavation Below Elevation Shown	12.00	120.00
1,850	lin. ft.	Furnish Treated Piling	1.50	2,775.00
36	only	Drive Piles	45.00	1,620.00
690	cu. yds.	Class "A" Concrete	65.00	44,850.00
140,000	lbs.	Metal Reinforcement	0.12	16,800.00
640	lin. ft.	Metal Rail	12.00	7,680.00
				$78,345.00

Work Performed by Union Pacific Forces

All Required	Move and Re-establish Water Tank	$ 10,000.00
All Required	Rearrange Signal and Tel. Lines	2,000.00
All Required	Install Guard Rail	1,000.00
		$ 13,000.00

Subtotal	$ 91,345.00
10% Engr. & Cont.	9,134.50
Total	$100,479.50

Length of Project 0.00 mile

Federal Funds- -	$ 60,000.00
State Funds- -	40,479.50
	$100,479.50

SECOND AVENUE UNDERCROSSING STRUCTURE

PROJECT NO. FI-174 (16)

All necessary rights of way or rights of entry have been acquired for this project.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

February 27, 1952

FORM E-30 25M 9 51 82315

[illegible]

3259

1327

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 8, 1953

SUBJECT:

To:

Mr. A. V. Benedict
Resident Engineer
State Highway Dept.
Box 42
The Dalles, Oregon

Dear Sir:

Herewith three copies of an invoice and a copy of a letter from the Pacific Power & Light Company covering the relocation of their distribution line along the Union Pacific Railroad Company right of way at the foot of First Street in Hood River.

Will you please check these bills carefully and, if in order, approve and forward through the normal channels for payment. Please be sure that a State Force Order has been submitted to cover the payment of this work.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:js

cc W. E. Chandler
W. C. Williams

No. 4327

ASSIGNMENT

By. [illegible]

1953

ription: Letter from A. H. Prael, R/W Agent, Pacific Power & Light Co., Public Service Bldg., Portland 4, Ore., 6-25-53, enclosing 3 copies of their invoice covering cost of relocating distribution line on No. side of Union Pacific RR Co.'s R/W along mole at foot of 1st St., Hood River, Ore.

Acknowledged by _____ Referred to ____Mr. H. C. Smith ✓__

Investigate and report with recommendation
XXXX [illegible] such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for __________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 7-8-53 Report received ________

Remarks: Check and, if okay, forward for payment

PACIFIC POWER & LIGHT COMPANY
PUBLIC SERVICE BUILDING
PORTLAND 4, OREGON

June 25, 1953

RECEIVED
JUN 26 1953
[illegible]

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

PLEASE RETURN TO
W. C. WILLIAMS

Dear Sir:

Reference is made to our letter of April 15, 1952, regarding the relocation of our distribution line on the north side of the Union Pacific Railroad Company right of way along the mole at foot of 1st Street, Hood River, Oregon.

We are enclosing three copies of our invoice covering the cost of relocating said distribution line to make way for the reconstruction of the highway in the vicinity of said Hood River mole. Our authority to bill the State of Oregon Highway Commission for the costs of relocating said distribution line is covered by your letter dated May 2, 1952.

Yours very truly,

A. H. Prael

A. H. Prael
Right of Way Agent

AHP:mjh
Encls. 3

NOTED
W. C. WILLIAMS

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 8, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3631	8-final	H. & R. CONSTRUCTION CO.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
12520	R-70563	$ 7,498.58	July 7, 1953

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Aug. 31, 1952

Time Extensions: to Dec. 15, 1952

Completion Date: Nov. 24, 1952

Date Accepted: Feb. 17, 1953

Penalties: None of record

Claims:

Remarks:

Final warrant released on recommendation of Chief Counsel.

Date: 7-8-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: To Gulf Cas Co.

A. A. Wicklander

[illegible] ON CARD
7-8-53

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 8, 1953

(CONTRACT NO.) [illegible]	(EST. NO.)	(CONTRACTOR)	
3659	8-final	H. & R. CONSTRUCTION CO.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
12521	R-70564	$ 3,494.14	July 7, 1953

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1952

Time Extensions: to Dec. 15, 1952

Completion Date: Dec. 15, 1952

Date Accepted: Jan. 21, 1953

Penalties: None of record

Claims:

Remarks:

Final warrant released on recommendation of Chief Counsel.

Date:

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

To Gen. Cas. Co
Warrant Mailed: JUL 8

A. A. Wicklander

NOTED ON CARD

RECEIVED
1953
FOR FILING

June 10, 1953

General Casualty Company of America
209 S. W. 4th Avenue
Portland, Oregon

Attention: Mr. A. L. Tebault

Gentlemen:

Following up on our conversation of yesterday regarding the payment of final estimates assigned to your Company, we find that the final estimate voucher on Contract No. 3631 in the sum of $7,498.98 was mailed to the H. and R. Construction Company on March 26, 1953, and has not yet been returned. The final estimate voucher on Contract No. 3659 in the sum of $3,444.14 was mailed to the H. and R. Construction Company on March 2, 1953, and it has not been returned.

Before final payment can be made to your Company as per the terms of the assignment, it will be necessary that the contractor sign and return these estimate vouchers. When the estimate vouchers have been returned, we will advise our Accounting Division to release the payments to your Company.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

FA:md

cc - Mr. C. F. Maison

Mr. Maison:

Please forward the warrants for final payment on these two contracts to General Casualty Company of America, 209 S.W. 4th Avenue, Portland, Oregon, Attention: A. L. Tebault.

FAQ

ED
R FILING

Lewis

June 10, 1953

General Casualty Company of America
209 S. W. 4th Avenue
Portland, Oregon

Attention: Mr. A. L. Tebault

Gentlemen:

Following up on our conversation of yesterday regarding the payment of final estimates assigned to your Company, we find that the final estimate voucher on Contract No. 3631 in the sum of $7,498.48 was mailed to the H. and R. Construction Company on March 26, 1953, and has not yet been returned. The final estimate voucher on Contract No. 3659 in the sum of $3,494.14 was mailed to the H. and R. Construction Company on March 2, 1953, and it has not been returned.

Before final payment can be made to your Company as per the terms of the assignment, it will be necessary that the contractor sign and return these estimate vouchers. When the estimate vouchers have been returned, we will advise our Accounting Division to release the payments to your Company.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

FAQ:md

cc - Mr. C. R. Maison

Mr. Maison:

Please forward the warrants for final payment on these two contracts to General Casualty Company of America, 209 S.W. 4th Avenue, Portland, Oregon, Attention: A. L. Tebault.

FAQ

FORM E-30 29M 9-51 82315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

May 7, 1953
Office

SUBJECT: Oregon State Highway Contracts
numbered 3631 and 3659
H & R Construction Company, Contractor
General Casualty Company of America,
Surety

To:
Mr. H.B. Glaisyer, Secretary
Oregon State Highway Commission
OFFICE

Attention: Mr. Floyd Query

Dear Mr. Query:

You have been presented with the request of General Casualty Company of America, surety on the above designated contracts, that the balance of the funds earned and payable thereon be paid over to said surety company at this time. There have been submitted to you, assignments on the part of the H & R Construction Company by E. M. Huddleston of the retained funds on each contract. Both assignments contain a certification by the contractor that all claims for labor, material, provisions and supplies furnished in connection with the above mentioned contracts, have been paid.

General Casualty Company, the surety, has also executed and submitted to you its bond in the amount of the retained funds as further security to the State of Oregon and agrees to hold and save the State harmless for any and all loss, damage or claims by virtue of its release the final payment to the surety company.

There have also been submitted, releases by various claimants against the retained funds as well as assignments of the claimants' rights therein for labor and/or materials to said surety company. Although I have not individually checked out all of them, I understand that the surety has obtained releases and assignments from all parties who have heretofore registered claims with the Commission against these two contracts, except for two attachments and notices of garnishments served upon the Commission. One of these was in the case of H. J. Delaney, doing business as, U. S. Protective Service, Plaintiff, vs. John Doe Huddleston et al, doing business as H & R Construction Company, Defendant, issued out of the Circuit Court for the county of Washington and served May 28, 1952. The other was in the case of Lloyd M. Dent, Plaintiff, vs. E. M. Huddleston et al, doing business as, H & R Construction Company, Defendant, issued out of the Circuit Court for the county of Hood River and served August 21, 1952. In both cases a return was made on the part of the Commission that on the date of said service of garnishment, there were no funds due the defendant contractor because he had previously, on May 26, 1952, assigned all monies due or to become due under the two above mentioned contracts, to the General Casualty Company of America.

Re: Oregon State Highway Contracts numbered 3631 & 3659
H & R Construction Company, Contractor
General Casualty Company of America, Surety

I am therefore of the opinion, that if you find the above to be true, that all claims filed with the Commission have been cleared by submission of releases on the part of said claimants, then there is no legal reason to further withhold payment to the General Casualty Company of America as assignee of the contractor. Insofar as the attachments mentioned above are concerned, it can be said that a valid assignment executed prior to the garnishment takes precedence, as an attachment can only attach to the interest the creditor (H & R Construction Company) has in the fund at the time of service of the notice of garnishment. (See Attorney General's opinion 1938-40, page 719). If the attaching creditor in the two above cases was not satisfied with the returns made by the Commission, he would be required to file allegations and interrogatories and bring the Commission or its representatives into court for further proceedings. Not having done so, it no longer is imperative that the garnishments be considered.

Very truly yours,

G E Rohde

G. E. Rohde,
Assistant Attorney

GER?er

cc: C. W. Enfield

P.S. I am returning herewith your files in connection with the above mentioned contracts, together with the recent correspondence from General Casualty Company of America and enclosures.

NOTED ON CARD
5-[illegible]

[illegible]

RECEIVED
FOR FI
BFI-

H. K. DENT
CHAIRMAN OF THE BOARD
W. L. CAMPBELL
PRESIDENT

GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE CO. OF AMERICA
GENERAL CASUALTY COMPANY OF AMERICA
HOME OFFICES - SEATTLE 5, WASHINGTON

PORTLAND SERVICE OFFICE
PORTLAND 4, OREGON
209 S.W. 4TH AVENUE
LINCOLN BUILDING
TEL: ATWATER 3123

April 9, 1953

Oregon State Highway Department
Attn: H. B. Glaisyer, Secretary
Salem, Oregon

Gentlemen:

Re: Oregon State Highway Contract No. 3631
H.& R. Construction Co. Contractor
Our File No. 2-98,822

Reference is made to the above captioned contract and also to our letter to you under date of March 17, 1953 relative to Contract No. 3659. With our previous letter we enclosed for your files duly executed copies of various release and assignment of claims forms in connection with both contracts No. 3659 and No. 3631.

We enclose at this time the original of duly executed assignment of claim form made on the 7th day of April, 1953 by Mr. E. M. Huddleston for H. & R. Construction Co., contractor on the above captioned project, of all moneys due and payable or to become due and payable in connection with this contract to General Casualty Company of America.

We recognize there may be certain claims other than those itemized in our letter of March 17, 1953 which have been filed with your department against either one or both of contracts No. 3631 and No. 3659. Up to this point it is our contractor's contention that at least a portion of the remaining claims filed with you were not for work done on these particular jobs, and since to date the claimants have been unable to properly substantiate to us their claims that work or material was supplied on one of these jobs, we have refused to pay any of the remaining claims.

Pursuant to our previous understanding when we discussed the situation with you in your office at Salem, and in order that the final funds due under Contract No. 3631 may be released to us and in order that you may be fully indemnified and protected, we are enclosing the original and one copy of a bond to indemnify the State of Oregon, duly executed by the General Casualty Company of America. Accordingly, we will appreciate it if you will expedite the release of the balance of the earned and retained moneys due on this job to us at this office at your earliest possible convenience.

Very truly yours,

Manager - Claims Department

A. L. Tebault
rr
encs.

RECEIVED
APR 10 1953
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
4-9-[illegible]

51

STATE OF OREGON—HIGHWAY DEPARTMENT

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF Seven Thousand, Four Hundred Ninety Eight and 58/100 - - - ($7,498.58) Dollars, to us paid, we hereby sell, assign and transfer the within claim for construction of Second St. overcrossing Columbia River hwy. in Hood River, Hood River county, Oregon, in connection with Contract 3631 - Estimate 8 Final to General Casualty Co., 209 S. W. 4th Ave., Portland, Oregon and authorize and empower said " " " " " " " " " " to act as agent for us and in our name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, and provided further that this assignment is subject to all of the provisions of Section 100-119, O. C. L. A., and, if the same is honored, either in whole or in part, by the State Highway Department, such action by the Department shall be controlled at all times by the terms of said statute, not only with respect to payments made but likewise with respect to future payments.

Witness my hand this 7TH day of APRIL, 1953

Executed in the presence of us as witnesses:

Paige S. Rongue

E M Hudlestad

State Printing 52087

Form A-159—1M—4-50

TO THE STATE HIGHWAY COMMISSION:

I, E. M. Huddleston,

of the H & R Construction Co., hereby accept the sum of Seven Thousand, Four Hundred Ninety Eight and 58/100 Dollars ($ 7,498.58) as final payment for all work performed and material furnished, and acknowledge this amount, together with prior partial payments, to be payment in full for all claims against the STATE OF OREGON and the OREGON STATE HIGHWAY COMMISSION, and County of Hood River, under contract No. 3631, dated February 1, 1952, for construction of Second Street overcrossing Columbia River highway in Hood River, Hood River county, Oregon

I also certify that all claims for labor, materials, provisions and supplies furnished in connection with the above mentioned contract have been fully paid.

CONTRACTOR

By E M Huddleston
as per attached bond.

Title OWNER

Subscribed and sworn to before me this 8 day of April, A. D. 1953

NOTARY PUBLIC

My commission expires 10-1-1955

State Printing Dept. 89368

BOND NO.____________________

GENERAL
CASUALTY COMPANY
OF AMERICA
SEATTLE, WASHINGTON

April 3, 1953

KNOW ALL MEN BY THESE PRESENTS, that we, the GENERAL CASUALTY COMPANY OF AMERICA, a corporation organized under the laws of the State of Washington and having its principal place of business in Seattle, Washington, but licensed to do business in the State of Oregon, is held and firmly bound unto the State of Oregon in the sum of Seven Thousand Four Hundred Ninety-eight Dollars and Fifty-eight Cents ($7,498.58) for payment whereof said GENERAL CASUALTY COMPANY OF AMERICA, its legal representatives, successors and assigns firmly by these presents.

WHEREAS, the GENERAL CASUALTY COMPANY OF AMERICA heretofore executed its Bond No. 225382 as surety for Earl M. Huddleston and Charles Roger, doing business as H & R Construction Company in connection with Oregon State Highway Contract No. 3631, construction of Second Street highway overcrossing over the Columbia River Highway in Hood River, Hood River County, Oregon, bridge No. 7458, and

WHEREAS, said H & R Construction Company has completed the work on said Oregon State Highway Contract No. 3631 and there is now due and payable to them on account of this completion of such work the amount of Seven Thousand Four Hundred Ninety-eight Dollars and Fifty-eight Cents ($7,498.58) and

WHEREAS, the GENERAL CASUALTY COMPANY OF AMERICA, as surety for H & R Construction Company has discharged certain claims heretofore filed with the State of Oregon but has refused to discharge certain other claims filed with the State of Oregon, for the reason that said claims were not properly incurred in connection with said Oregon State Highway Contract No. 3631, and

WHEREAS, the State of Oregon desires to be indemnified and held harmless from any and all liability which may arise by virtue of its releasing to the GENERAL CASUALTY COMPANY OF AMERICA, as assignee of H & R Construction Company the balance of Seven Thousand Four Hundred Ninety-eight Dollars and Fifty-eight Cents ($7,498.58), now due under said contract:

NOW, THEREFORE, the condition of this obligation is such that if the GENERAL CASUALTY COMPANY OF AMERICA shall indemnify the State of Oregon against any loss or damage and shall hold and save the State of Oregon harmless from any and all loss or damage or claim arising by virtue of its release to GENERAL CASUALTY COMPANY OF AMERICA of the balance of Seven Thousand Four Hundred Ninety-eight Dollars and Fifty-eight Cents ($7,498.58), the balance now due on said Oregon State Highway Contract No. 3631, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED AND SEALED THIS 3rd day of April, 1953.

GENERAL CASUALTY COMPANY OF AMERICA

By Anthony Pannella
Attorney-in-fact

S-32

file

[illegible] assignment
[illegible] to Eng. 4-13
Returned 5-7-53

COPY

36 1

GENERAL
CASUALTY COMPANY
OF AMERICA
SEATTLE, WASHINGTON

April 3, 1953

KNOW ALL MEN BY THESE PRESENTS, that we, the GENERAL CASUALTY COMPANY OF AMERICA, a corporation organized under the laws of the State of Washington and having its principal place of business in Seattle, Washington, but licensed to do business in the State of Oregon, is held and firmly bound unto the State of Oregon in the sum of Seven Thousand Four Hundred Ninety-eight Dollars and Fifty-eight Cents ($7,498.58) for payment whereof said GENERAL CASUALTY COMPANY OF AMERICA, its legal representatives, successors and assigns firmly by these presents.

WHEREAS, the GENERAL CASUALTY COMPANY OF AMERICA heretofore executed its Bond No. 225382 as surety for Earl M. Huddleston and Charles Roger, doing business as H & R Construction Company in connection with Oregon State Highway Contract No. 3631, construction of Second Street highway overcrossing over the Columbia River Highway in Hood River, Hood River County, Oregon, bridge No. 7458, and

WHEREAS, said H & R Construction Company has completed the work on said Oregon State Highway Contract No. 3631 and there is now due and payable to them on account of this completion of such work the amount of Seven Thousand Four Hundred Ninety-eight Dollars and Fifty-eight Cents ($7,498.58) and

WHEREAS, the GENERAL CASUALTY COMPANY OF AMERICA, as surety for H & R Construction Company has discharged certain claims heretofore filed with the State of Oregon but has refused to discharge certain other claims filed with the State of Oregon, for the reason that said claims were not properly incurred in connection with said Oregon State Highway Contract No. 3631, and

WHEREAS, the State of Oregon desires to be indemnified and held harmless from any and all liability which may arise by virtue of its releasing to the GENERAL CASUALTY COMPANY OF AMERICA, as assignee of H & R Construction Company the balance of Seven Thousand Four Hundred Ninety-eight Dollars and Fifty-eight Cents ($7,498.58), now due under said contract;

NOW, THEREFORE, the condition of this obligation is such that if the GENERAL CASUALTY COMPANY OF AMERICA shall indemnify the State of Oregon against any loss or damage and shall hold and save the State of Oregon harmless from any and all loss or damage or claim arising by virtue of its release to GENERAL CASUALTY COMPANY OF AMERICA of the balance of Seven Thousand Four Hundred Ninety-eight Dollars and Fifty-eight Cents ($7,498.58), the balance now due on said Oregon State Highway Contract No. 3631, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED AND SEALED THIS 3rd day of April, 1953.

GENERAL CASUALTY COMPANY OF AMERICA

By______________________________
Attorney-in-fact

RECEIVED
APR 7 1953
FOR FILING

[illegible]

3631

March 30, 1953

General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

State Highway Contract No. 3631 for work performed on the Second Street Overcrossing in Hood River on the Columbia River Highway, Hood River County, was completed by the contractor, H. & R. Construction Co., assigned to your Company, on November 24, 1952 and was formally accepted by the Highway Commission on February 17, 1953.

Final payment in the amount of $7,498.58 will be released to the contractor on or after April 9, 1953, providing outstanding claims have been satisfied and this office advised. The total contract amount is $70,906.44 and no force account work was performed on the project.

There are numerous claims filed against this project, of which you have been previously notified. Since this contract has been assigned to your Company will you please advise us of the claims that have been satisfied so we can correct our records.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

cc: General Casualty Company of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Department

NOTED ON CARD

3-30-53 gl

RECEIVED

FOR FI

3659

GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE CO. OF AMERICA
GENERAL CASUALTY COMPANY OF AMERICA
HOME OFFICES - SEATTLE 5, WASHINGTON

H. K. DENT
CHAIRMAN OF THE BOARD
W. L. CAMPBELL
PRESIDENT

PORTLAND SERVICE OFFICE
PORTLAND 4, OREGON
209 S.W. 4TH AVENUE
LINCOLN BUILDING
TEL: ATWATER 3123

March 17, 1953

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer
Secretary

Re: Highway - Oregon State - Contract #3659
H & R. Construction Co. - Contractor
Our File No. 2-98,922.

Gentlemen:

We enclose herewith original of a duly executed assignment of claim form made on March 13, 1953 by E. M. Huddleston for H. & R. Construction Company, contractor on the above captioned project of all moneys due and payable or to become due and payable in connection with this contract.

We also enclose executed copies of release and assignment of claims in connection with this job from the following creditors:

- Tum-a-Lum Lumber Company
- Ledbetter & Company
- J.B.Eddington
- Portland Wire & Iron Works
- Kuckenberg Construction Co. Inc.
- Standard Oil Company of California
- Baxco Corporation
- Soule Steel Company

We also enclose photostat copies of self-explanatory closing papers in connection with the claim of Schnitzer Steel Products Company covering payment under a lease purchase account with the latter firm.

We recognize that there may be other claims than those itemized which have been filed with you but up to this point it is our contractor's contention that possibly at least some of these remaining claims filed with you were not for work done on this job, and since to date, the claimants have been unable to properly substantiate to us their claims that their work was done

Rohde.

Please check on the 3 outstanding claims, 2 of which are garnishments, and advise me, whether we should release final payment to surety Co. who has given us a bond for our protection.

CWE

on this job, we have refused to pay any of the remaining claims which you have advised us.

However, pursuant to our previous verbal understanding when I discussed this situation with you in your office at Salem, and in order that the final funds due on this job can be released to us and in order that you may be fully indemnified and protected we are enclosing original of a bond to indemnify the State of Oregon, duly executed by the General Casualty Company of America. Accordingly, we will appreciate your releasing the balance of the earned and retained moneys due on this job to us at this office at your earliest possible convenience.

Very truly yours,

A. L. Tebault
Manager
Claims Department

fg

orm A-159—1M—4-50

TO THE STATE HIGHWAY COMMISSION:

I, **E. M. Huddleston**,

of the H & R Construction Co.*, hereby accept the sum*

of Three Thousand, Four Hundred Ninety Four and 14/100 - *Dollars ($* 3,494.14*)*

as final payment for all work performed and material furnished, and acknowledge this amount, together with prior partial payments, to be payment in full for all claims against the STATE OF OREGON and the OREGON STATE HIGHWAY COMMISSION, and County of Hood River*,*

under contract No. 3659*, dated* March 13*, 19*52*,*

for construction of Second street highway Overcrossing over the Columbia River highway in Hood River, Hood River county, Oregon

I also certify that all claims for labor, materials, provisions and supplies furnished in connection with the above mentioned contract have been fully paid. **(See attached indemnity bond)**

H+R Construction
CONTRACTOR

By E M Huddleston

Title Owner

Subscribed and sworn to before me this **13** *day of* **March***, A. D. 19***53***.*

Ruth Ramacciotti
NOTARY PUBLIC

My commission expires [illegible]

State Printing Dept. 89368

BOND NO. ____________

GENERAL CASUALTY COMPANY OF AMERICA

SEATTLE, WASHINGTON

March 9, 1953

KNOW ALL MEN BY THESE PRESENTS, that we, the GENERAL CASUALTY COMPANY OF AMERICA, a corporation organized under the laws of the State of Washington and having its principal place of business in Seattle, Washington, but licensed to do business in the State of Oregon, is held and firmly bound unto the State of Oregon in the sum of Three Thousand Four Hundred Ninety-four Dollars and Fourteen Cents ($3,494.14) for payment whereof said GENERAL CASUALTY COMPANY OF AMERICA, its legal representatives, successors and assigns firmly by these presents.

WHEREAS, the GENERAL CASUALTY COMPANY OF AMERICA heretofore executed its Bond No. 239370 as surety for Earl M. Huddleston and Charles Roger, doing business as H & R Construction Company in connection with Oregon State Highway Contract No. 3659, construction of Second Street highway overcrossing over the Columbia River Highway in Hood River, Hood River County, Oregon, bridge No. 7459, and

WHEREAS, said H & R Construction Company has completed the work on said Oregon State Highway Contract No. 3659 and there is now due and payable to them on account of this completion of such work the amount of Three Thousand Four Hundred Ninety-four Dollars and Fourteen Cents ($3,494.14), and

WHEREAS, the GENERAL CASUALTY COMPANY OF AMERICA, as surety for H & R Construction Company has discharged certain claims heretofore filed with the State of Oregon but has refused to discharge certain other claims filed with the State of Oregon, for the reason that said claims were not properly incurred in connection with said Oregon State Highway Contract No. 3659, and

WHEREAS, the State of Oregon desires to be indemnified and held harmless from any and all liability which may arise by virtue of its releasing to the GENERAL CASUALTY COMPANY OF AMERICA, as assignee of H & R Construction Company the balance of Three Thousand Four Hundred Ninety-four Dollars and Fourteen Cents ($3,494.14), now due under said contract:

NOW, THEREFORE, the condition of this obligation is such that if the GENERAL CASUALTY COMPANY OF AMERICA shall indemnify the State of Oregon against any loss or damage and shall hold and save the State of Oregon harmless from any and all loss or damage or claim arising by virtue of its release to GENERAL CASUALTY COMPANY OF AMERICA of the balance of Three Thousand Four Hundred Ninety-four Dollars and Fourteen Cents ($3,494.14), the balance now due on said Oregon State Highway Contract No. 3659, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED AND SEALED THIS 9 day of March, 1953.

GENERAL CASUALTY COMPANY OF AMERICA

By Willard G. Sweany
Attorney-in-Fact

STA OF OREGON—HIGHWAY DEPAR ENT

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF Three Thousand, Four Hundred Ninety Four and 14/100 - - - - ($3,494.14) Dollars, to us paid, we hereby sell, assign and transfer the within claim for construction of Second street highway Overcrossing over the Columbia River highway in Hood River, Hood River county, Oregon - Contract #3659 - Est. 8 Final to General Casualty Co., 209 S.W. 4th Ave., Portland, Oregon and authorize and empower said " " " " " " " " " to act as agent for us and in our name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, and provided further that this assignment is subject to all of the provisions of Section 100-119, O. C. L. A., and, if the same is honored, either in whole or in part, by the State Highway Department, such action by the Department shall be controlled at all times by the terms of said statute, not only with respect to payments made but likewise with respect to future payments.

Witness my hand this 13 day of March, 1953

Executed in the presence of us as witnesses:

H&R Construction Co
by E M Huddleston

State Printing 52067

RELEASE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, Earl M. Huddleston and Charles Roger, dba H&R Enterprises (Construction Division) or H&R Construction Company hereinafter referred to as PRINCIPAL, and General Casualty Company of America, a Washington corporation of Seattle, Washington, hereinafter referred to as SURETY, executed a bond dated ~~November [illegible]~~ February 1,1952 and Mar. 23,1952 in favor of State of Oregon Highway Department hereinafter referred to as OBLIGEE, conditioned for the payment of persons supplying labor and material in the prosecution of the work provided in the following contract: Hood River-State of Oregon Highway Department contract No. 3659, Bridge No. 7459 and contract No. 7458 Bridge No. 7458, and,

WHEREAS, certain labor and/or materials, described in the annexed account, were so supplied by the undersigned and have not been paid for by the PRINCIPAL and demand has been made upon the SURETY for payment thereof,

NOW, THEREFORE, the undersigned Tum-aTum Lumber Co. ~~Portland, Oregon~~ Walla Walla, Washington of One thousand One hundred ninety eight and 80/100- - in consideration of the sum of Dollars ($ 1198.80) paid to the undersigned by the SURETY, the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the SURETY, its successors and assigns, to its own proper use and benefit, any and all sums of money now due or to grow due upon the annexed account or otherwise from the PRINCIPAL, and does hereby warrant and affirm that the labor and/or materials, described in the annexed account, were supplied by the undersigned in the prosecution of the work provided for in the contract hereinabove referred to;

And the undersigned does hereby give the SURETY, its successors and assigns, full power and authority for its own use and benefit, but at its own cost, to ask, demand, collect, receive, compound, and release, and in its name or otherwise to prosecute and withdraw any claims, suits or proceedings at law or in equity, therefor;

And for the consideration aforesaid, the undersigned does hereby release and forever discharge the SURETY and OBLIGEE of and from any and all claims and demands of every kind, character and description in law or in equity, which the undersigned has or may hereafter have against SURETY or OBLIGEE by reason of SURETY having become surety on said bond and/or by reason of the failure of the PRINCIPAL to make full payment to the undersigned for all labor and/or materials supplied by the undersigned as aforesaid.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 30th. day of December, 19 52.

(CORPORATE SEAL)

Tum-A-Lum Lumber Company

By John H Crawford

Its Asst. Sec. Treas.

GA-117 1-51

CORPORATE ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Walla Walla)

On this 30th day of December, 19 52, before me personally appeared John H. Crawford, to me known to be the Asst. Sec. Treas. and ______ of Tum-A-Lum Lumber Company, the corporation executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that he executed said instrument by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

Raymond Strauss
(Notary Public, Residing at Walla Walla Wash.

(SEAL)
(Commission Expires 3/14/56.)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ______)
) SS
COUNTY OF ______)

On this ______ day of ______, 19 ______, before me personally appeared ______, to me known and known to me to be the individual(s) described in and who executed the foregoing instrument and acknowledged that ______ executed the same for the purposes, considerations and uses therein set forth as ______ voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL, the day and year first above written.

______
(Notary Public, Residing at ______

(SEAL)
(Commission Expires ______)

RELEASE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, Earl M. Huddleston and Charles Roger, dba H&R Enterprises (Construction Division) or H&R Construction Company hereinafter referred to as PRINCIPAL, and General Casualty Company of America, a Washington corporation of Seattle, Washington, hereinafter referred to as SURETY, executed a bond dated November 19,1951, in favor of __________, hereinafter referred to as OBLIGEE, conditioned for the payment of persons supplying labor and material in the prosecution of the work provided in the following contract: Hood River-State of Oregon Highway Department contract No. 3659, BridgeNo. 7459 and contractNo. 7458 Bridge No. 7458 , and,

WHEREAS, certain labor and/or materials, described in the annexed account, were so supplied by the undersigned and have not been paid for by the PRINCIPAL and demand has been made upon the SURETY for payment thereof,

NOW, THEREFORE, the undersigned Ledbetter and Co. of [illegible] Hood River, Oregon in consideration of the sum of One thousand two hundred ninety eight and 85/100 Dollars ($ 1298.85) paid to the undersigned by the SURETY, the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the SURETY, its successors and assigns, to its own proper use and benefit, any and all sums of money now due or to grow due upon the annexed account or otherwise from the PRINCIPAL, and does hereby warrant and affirm that the labor and/or materials, described in the annexed account, were supplied by the undersigned in the prosecution of the work provided for in the contract hereinabove referred to;

And the undersigned does hereby give the SURETY, its successors and assigns, full power and authority for its own use and benefit, but at its own cost, to ask, demand, collect, receive, compound, and release, and in its name or otherwise to prosecute and withdraw any claims, suits or proceedings at law or in equity, therefor;

And for the consideration aforesaid, the undersigned does hereby release and forever discharge the SURETY and OBLIGEE of and from any and all claims and demands of every kind, character and description in law or in equity, which the undersigned has or may hereafter have against SURETY or OBLIGEE by reason of SURETY having become surety on said bond and/or by reason of the failure of the PRINCIPAL to make full payment to the undersigned for all labor and/or materials supplied by the undersigned as aforesaid.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 30th day of December , 1952.

(CORPORATE SEAL)

Ledbetter Co

By Sam C Ledbetter

Its __________

CORPORATE ACKNOWLEDGMENT

STATE OF ____________________)
) SS
COUNTY OF ____________________)

On this ____________ day of ____________________, 19 _____, before me personally appeared ______________________________, to me known to be the ____________________ and ____________________ of ______________________________, the corporation executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that ____________________ executed said instrument by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

____
(Notary Public, Residing at ____________________
(Commission Expires ____________________)

(SEAL)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Hood River)

On this 30th day of December, 19 52, before me personally appeared SAM C. LEDBETTER, d/b/a LEDBETTER & COMPANY, to me known and known to me to be the individual(s) described in and who executed the foregoing instrument and acknowledged that HE executed the same for the purposes, considerations and uses therein set forth as HIS voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL, the day and year first above written.

John F. Cushman
(Notary Public, ~~Residing at~~ for Oregon
My Commission Expires March 16, 1956)

(SEAL)

RELEASE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, Earl M. Huddleston and Charles Roger, dba H&R Enterprises (Construction Division) or H&R Construction Company

hereinafter referred to as PRINCIPAL, and General Casualty Company of America, a Washington corporation of Seattle, Washington,

hereinafter referred to as SURETY, executed a bond dated November 19, 1951, in favor of U.S. (Department of Commerce, Bureau of Public Roads)

hereinafter referred to as OBLIGEE, conditioned for the payment of persons supplying labor and material in the prosecution of the work provided in the following contract: Hood River-State of Oregon Highway Department, Contract No. 3659, Bridge # 7459 and contract No. 7458 Bridge 7458, and,

WHEREAS, certain labor and/or materials, described in the annexed account, were so supplied by the undersigned and have not been paid for by the PRINCIPAL and demand has been made upon the SURETY for payment thereof,

NOW, THEREFORE, the undersigned J.B. Eddington

of Hood River, Oregon

Eighty three and 04/100- - - - - - - - - - - - - - - - in consideration of the sum of Dollars ($ 83.04) paid to the undersigned by the SURETY, the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the SURETY, its successors and assigns, to its own proper use and benefit, any and all sums of money now due or to grow due upon the annexed account or otherwise from the PRINCIPAL, and does hereby warrant and affirm that the labor and/or materials, described in the annexed account, were supplied by the undersigned in the prosecution of the work provided for in the contract hereinabove referred to;

And the undersigned does hereby give the SURETY, its successors and assigns, full power and authority for its own use and benefit, but at its own cost, to ask, demand, collect, receive, compound, and release, and in its name or otherwise to prosecute and withdraw any claims, suits or proceedings at law or in equity, therefor;

And for the consideration aforesaid, the undersigned does hereby release and forever discharge the SURETY and OBLIGEE of and from any and all claims and demands of every kind, character and description in law or in equity, which the undersigned has or may hereafter have against SURETY or OBLIGEE by reason of SURETY having become surety on said bond and/or by reason of the failure of the PRINCIPAL to make full payment to the undersigned for all labor and/or materials supplied by the undersigned as aforesaid.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 30th day of December, 1952.

(CORPORATE SEAL)

By ______________________

Its ______________________

CA-17 1-51

CORPORATE ACKNOWLEDGMENT

STATE OF ______________)
) SS
COUNTY OF ______________)

On this ______________ day of ______________, 19 ____, before me personally appeared ______________ to me known to be the ______________ and ______________, of ______________, the corporation executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that ______________ executed said instrument by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

____
(Notary Public, Residing at ______________

(SEAL)

(Commission Expires ______________)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Hood River)

On this Thirtieth day of December, 19 52, before me personally appeared J.B. Edington, to me known and known to me to be the individual(s) described in and who executed the foregoing instrument and acknowledged that he executed the same for the purposes, considerations and uses therein set forth as his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL, the day and year first above written.

____
(Notary Public, Residing at ______________

(SEAL)

(Commission Expires ______________)

RELEASE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, Earl M. Huddleston and Charles Roger, dba H&R Enterprises (Construction Division) of F & R Construction Company hereinafter referred to as PRINCIPAL, and General Casualty Company of America, a Washington corporation of Seattle, Washington, hereinafter referred to as SURETY, executed a bond dated November 19, 1951, in favor of __________, hereinafter referred to as OBLIGEE, conditioned for the payment of persons supplying labor and material in the prosecution of the work provided in the following contract: Hood River-State of Oregon Highway Department contract No. 3659, Bridge No. 7459 and contract No 7458 Bridge No. 7458, and,

WHEREAS, certain labor and/or materials, described in the annexed account, were so supplied by the undersigned and have not been paid for by the PRINCIPAL and demand has been made upon the SURETY for payment thereof,

NOW, THEREFORE, the undersigned Portland Wire and Iron Works of Portland, Oregon in consideration of the sum of Six thousand eight hundred fifty eight and 75/100- - - Dollars ($ 6858.75) paid to the undersigned by the SURETY, the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the SURETY, its successors and assigns, to its own proper use and benefit, any and all sums of money now due or to grow due upon the annexed account or otherwise from the PRINCIPAL, and does hereby warrant and affirm that the labor and/or materials, described in the annexed account, were supplied by the undersigned in the prosecution of the work provided for in the contract hereinabove referred to;

And the undersigned does hereby give the SURETY, its successors and assigns, full power and authority for its own use and benefit, but at its own cost, to ask, demand, collect, receive, compound, and release, and in its name or otherwise to prosecute and withdraw any claims, suits or proceedings at law or in equity, therefor;

And for the consideration aforesaid, the undersigned does hereby release and forever discharge the SURETY and OBLIGEE of and from any and all claims and demands of every kind, character and description in law or in equity, which the undersigned has or may hereafter have against SURETY or OBLIGEE by reason of SURETY having become surety on said bond and/or by reason of the failure of the PRINCIPAL to make full payment to the undersigned for all labor and/or materials supplied by the undersigned as aforesaid.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 30th day of December, 19 52.

(CORPORATE SEAL)

PORTLAND WIRE & IRON WORKS

By Foster

Its Vice-President

CA-417 1-51

CORPORATE ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Multnomah)

On this 30th day of December, 19 52, before me personally appeared A. L. Foster, to me known to be the Vice-President and General Manager of the Portland Wire & Iron Works, the corporation executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that he executed said instrument by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

Clyde A. Lomax
(Notary Public, Residing at Portland, Oregon
(Commission Expires)

(SEAL)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ____________)
) SS
COUNTY OF ____________)

On this ________ day of ____________, 19____, before me personally appeared ____________, to me known and known to me to be the individual(s) described in and who executed the foregoing instrument and acknowledged that ______ executed the same for the purposes, considerations and uses therein set forth as ______ voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL, the day and year first above written.

____
(Notary Public, Residing at ____________
(Commission Expires ____________)

(SEAL)

RELEASE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, Earl M. Huddleston and Charles Roger, dba H&R Enterprises (Construction Division) or H&R Construction Company hereinafter referred to as PRINCIPAL, and General Casualty Company of America, a Washington corporation of Seattle, Washington, hereinafter referred to as SURETY, executed a bond dated February 1,1952, and March 23,1952 in favor of State of Oregon Highway Department hereinafter referred to as OBLIGEE, conditioned for the payment of persons supplying labor and material in the prosecution of the work provided in the following contract: Hood River-State of Oregon Highway Department, contract No. 3659, Bridge No. 7459 and contract No. 7458 Bridge No. 7458 second street highway overcrossing over Columbia River Highway in Hood River County, and,

WHEREAS, certain labor and/or materials, described in the annexed account, were so supplied by the undersigned and have not been paid for by the PRINCIPAL and demand has been made upon the SURETY for payment thereof,

NOW, THEREFORE, the undersigned Kuckenberg Construction Co. Portland, Oregon of Three thousand three hundred ninety two and 65/100- - in consideration of the sum of Dollars ($ 3392.65) paid to the undersigned by the SURETY, the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the SURETY, its successors and assigns, to its own proper use and benefit, any and all sums of money now due or to grow due upon the annexed account or otherwise from the PRINCIPAL, and does hereby warrant and affirm that the labor and/or materials, described in the annexed account, were supplied by the undersigned in the prosecution of the work provided for in the contract hereinabove referred to;

And the undersigned does hereby give the SURETY, its successors and assigns, full power and authority for its own use and benefit, but at its own cost, to ask, demand, collect, receive, compound, and release, and in its name or otherwise to prosecute and withdraw any claims, suits or proceedings at law or in equity, therefor;

And for the consideration aforesaid, the undersigned does hereby release and forever discharge the SURETY and OBLIGEE of and from any and all claims and demands of every kind, character and description in law or in equity, which the undersigned has or may hereafter have against SURETY or OBLIGEE by reason of SURETY having become surety on said bond and/or by reason of the failure of the PRINCIPAL to make full payment to the undersigned for all labor and/or materials supplied by the undersigned as aforesaid.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this Fifth day of January 1953 , 19 .

(CORPORATE SEAL)

KUCKENBERG CONSTRUCTION COMPANY INC.,

By Henry Kuckenberg

Its President.

CA-417 1-51

CORPORATE ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Multnomah)

On this Fifth day of January, 19 53, before me personally appeared Henry Kuckenberg, to me known to be the President and ______ of Kuckenberg Construction Company, Inc., the corporation executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that He executed said instrument by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

LeRoy D. Mason
(Notary Public, Residing at ______

(SEAL)

(Commission Expires NOTARY PUBLIC FOR OREGON My Commission Expires August 22, 1956)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ______)
) SS
COUNTY OF ______)

On this ______ day of ______, 19____, before me personally appeared ______, to me known and known to me to be the individual(s) described in and who executed the foregoing instrument and acknowledged that ______ executed the same for the purposes, considerations and uses therein set forth as ______ voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL, the day and year first above written.

______
(Notary Public, Residing at ______

(SEAL)

(Commission Expires ______)

RELEASE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, Earl M. Huddleston and Charles Roger, DBA H & R Enterprises (Construction Division), or H & R Construction Company, hereinafter referred to as PRINCIPAL, and General Casualty Company of America, a Washington corporation of Seattle, Washington, hereinafter referred to as SURETY, executed a bond dated February 1, 1952, and March 23, 1952, in favor of State of Oregon Highway Department, hereinafter referred to as OBLIGEE, conditioned for the payment of persons supplying labor and material in the prosecution of the work provided in the following contract: (1) State of Oregon Highway Department Contract No. 3659, Bridge No. 7459, and State of Oregon Highway Contract 3631, Bridge No. 7458, second street highway overcrossing over Columbia River Highway in Hood River County, and,

WHEREAS, certain labor and/or materials, described in the annexed account, were so supplied by the undersigned and have not been paid for by the PRINCIPAL and demand has been made upon the SURETY for payment thereof,

NOW, THEREFORE, the undersigned Standard Oil Company of California of P. O. Box 950, 520 S. W. Yamhill, Portland, Oregon in consideration of the sum of Four Hundred Twelve and 04/100 - - - - - - - - - - Dollars ($ 412.04 - - - - - - -) paid to the undersigned by the SURETY, the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the SURETY, its successors and assigns, to its own proper use and benefit, any and all sums of money now due or to grow due upon the annexed account or otherwise from the PRINCIPAL, and does hereby warrant and affirm that the labor and/or materials, described in the annexed account, were supplied by the undersigned in the prosecution of the work provided for in the contract hereinabove referred to;

And the undersigned does hereby give the SURETY, its successors and assigns, full power and authority for its own use and benefit, but at its own cost, to ask, demand, collect, receive, compound, and release, and in its name or otherwise to prosecute and withdraw any claims, suits or proceedings at law or in equity, therefor;

And for the consideration aforesaid, the undersigned does hereby release and forever discharge the SURETY and OBLIGEE of and from any and all claims and demands of every kind, character and description in law or in equity, which the undersigned has or may hereafter have against SURETY or OBLIGEE by reason of SURETY having become surety on said bond and/or by reason of the failure of the PRINCIPAL to make full payment to the undersigned for all labor and/or materials supplied by the undersigned as aforesaid.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 17th day of October, 1952.

(CORPORATE SEAL)

Standard Oil Company of California

By

Its District Credit Manager

CA-417 1-51

CORPORATE ACKNOWLEDGMENT

STATE OF ______)
) SS
COUNTY OF ______)

On this ______ day of ______, 19 ____, before me personally appeared ______, to me known to be the ______ and ______ of ______, the corporation executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that ______ executed said instrument by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

______

(Notary Public, Residing at ______

(Commission Expires ______)

(SEAL)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ______)
) SS
COUNTY OF ______)

On this ______ day of ______, 19 ____, before me personally appeared ______ ______, to me known and known to me to be the individual(s) described in and who executed the foregoing instrument and acknowledged that ______ executed the same for the purposes, considerations and uses therein set forth as ______ voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL, the day and year first above written.

______

(Notary Public, Residing at ______

(Commission Expires ______)

(SEAL)

RELEASE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, Earl M. Huddleston and Charles Roger dba H & R Enterprises (Construction Division) or H & R Construction Company hereinafter referred to as PRINCIPAL, and General Casualty Company of America, a Washington corporation of Seattle, Washington, hereinafter referred to as SURETY, executed a bond dated February 1,1952 and March 23,1952, in favor of State of Oregon Highway Department hereinafter referred to as OBLIGEE, conditioned for the payment of persons supplying labor and material in the prosecution of the work provided in the following contract: (1) State of Oregon Highway Department Contract No. 3659, Bridge No. 7459 and State of Oregon Highway Contract 3631, Bridge No. 7458, second street highway overcrossing over Columbia River Highway in Hood River County, and,

WHEREAS, certain labor and/or materials, described in the annexed account, were so supplied by the undersigned and have not been paid for by the PRINCIPAL and demand has been made upon the SURETY for payment thereof,

NOW, THEREFORE, the undersigned Baxco Corporation of Portland, Oregon in consideration of the sum of Two thousand two hundred seventy five and 74/100 Dollars ($ 2275.74) paid to the undersigned by the SURETY, the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the SURETY, its successors and assigns, to its own proper use and benefit, any and all sums of money now due or to grow due upon the annexed account or otherwise from the PRINCIPAL, and does hereby warrant and affirm that the labor and/or materials, described in the annexed account, were supplied by the undersigned in the prosecution of the work provided for in the contract hereinabove referred to;

And the undersigned does hereby give the SURETY, its successors and assigns, full power and authority for its own use and benefit, but at its own cost, to ask, demand, collect, receive, compound, and release, and in its name or otherwise to prosecute and withdraw any claims, suits or proceedings at law or in equity, therefor;

And for the consideration aforesaid, the undersigned does hereby release and forever discharge the SURETY and OBLIGEE of and from any and all claims and demands of every kind, character and description in law or in equity, which the undersigned has or may hereafter have against SURETY or OBLIGEE by reason of SURETY having become surety on said bond and/or by reason of the failure of the PRINCIPAL to make full payment to the undersigned for all labor and/or materials supplied by the undersigned as aforesaid.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 31st day of December, 1952.

(CORPORATE SEAL)

Baxco Corporation

By [illegible]

Its [illegible]

GA-417 1-51

CORPORATE ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Multnomah)

On this 31st day of December, 19 52, before me personally appeared H. P. Foster, to me known to be the Ass't. Secy. and ________ of Banco Corporation, the corporation executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that he executed said instrument by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

(Notary Public, Residing at Portland, Oregon

(SEAL)

(Commission Expires MY COMMISSION EXPIRES MAY 28, 1956)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ________)
) SS
COUNTY OF ________)

On this ________ day of ________, 19____, before me personally appeared ________, to me known and known to me to be the individual(s) described in and who executed the foregoing instrument and acknowledged that ____ executed the same for the purposes, considerations and uses therein set forth as ________ voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL, the day and year first above written.

____
(Notary Public, Residing at ________

(SEAL)

(Commission Expires ________)

RELEASE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, Earl M. Huddleston and Charles Roger, dba H&R Enterprises (Construction Division) or H&R Construction Company, hereinafter referred to as PRINCIPAL, and General Casualty Company of America, a Washington corporation of Seattle, Washington, hereinafter referred to as SURETY, executed a bond dated November 19,1951 in favor of U. S. (Department of Commerce, Bureau of Public Roads), hereinafter referred to as OBLIGEE, conditioned for the payment of persons supplying labor and material in the prosecution of the work provided in the following contract: Hood River - State of Oregon Highway Department contract No. 3659, Bridge No. 7459 and Contract No.7458, Bridge No. 7458, and,

WHEREAS, certain labor and/or materials, described in the annexed account, were so supplied by the undersigned and have not been paid for by the PRINCIPAL and demand has been made upon the SURETY for payment thereof,

NOW, THEREFORE, the undersigned Soule Steel Co. 2630 N.W. St. Helens Road. Portland, Oregon of Twelve thousand two hundred ninety seven and 98/100- - - in consideration of the sum of Dollars ($ 12,297.98) paid to the undersigned by the SURETY, the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the SURETY, its successors and assigns, to its own proper use and benefit, any and all sums of money now due or to grow due upon the annexed account or otherwise from the PRINCIPAL, and does hereby warrant and affirm that the labor and/or materials, described in the annexed account, were supplied by the undersigned in the prosecution of the work provided for in the contract hereinabove referred to;

And the undersigned does hereby give the SURETY, its successors and assigns, full power and authority for its own use and benefit, but at its own cost, to ask, demand, collect, receive, compound, and release, and in its name or otherwise to prosecute and withdraw any claims, suits or proceedings at law or in equity, therefor;

And for the consideration aforesaid, the undersigned does hereby release and forever discharge the SURETY and OBLIGEE of and from any and all claims and demands of every kind, character and description in law or in equity, which the undersigned has or may hereafter have against SURETY or OBLIGEE by reason of SURETY having become surety on said bond and/or by reason of the failure of the PRINCIPAL to make full payment to the undersigned for all labor and/or materials supplied by the undersigned as aforesaid.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 23rd day of December, 1952.

(CORPORATE SEAL)

SOULE STEEL COMPANY

By
E. W. Hussey

Its District Manager

CA-417 1-51

CORPORATE ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Multnomah)

On this 29th day of December, 1952, before me personally appeared E W Hussey, to me known to be the District Manager and ______ of Soule Steel Co, the corporation executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned ~~and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that ______ executed said instrument by order of the Board of Directors of said corporation.~~

IN WITNESS WHEREOF I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

(Notary Public, Residing at ______

(SEAL)

(Commission Expires NOTARY PUBLIC IN AND FOR THE STATE OF ORE MY COMMISSION EXPIRES NOVEMBER 22, 1953)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ______)
) SS
COUNTY OF ______)

On this ______ day of ______, 19____, before me personally appeared ______, to me known and known to me to be the individual(s) described in and who executed the foregoing instrument and acknowledged that ______ executed the same for the purposes, considerations and uses therein set forth as ______ voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL, the day and year first above written.

______
(Notary Public, Residing at ______

(SEAL)

(Commission Expires ______)

Ja ry 15, 1953

For and in consideration of the sum of $ ten dollars and other valuable consideration to us in hand paid, the receipt of which is hereby acknowledged, we do hereby bargain, sell, transfer and convey unto General Casualty of America, all our right title and interest in and to the following described personal property: 1 D-4 Caterpillar Tractor With Blade, Serial No. 2 T 644 SP

and we do hereby covenant to and with General Casualty of America that we are the sole owner of the above described personal property and that same is free from all encumbrances and that we have a good right to sell the same, and that we, our heirs, executors, administrators and assigns, shall warrant and defend the same against the lawful claims and demand of all persons whomsoever.

Executed in the Presence of

Signed SCHNITZER STEEL PRODUCTS COMPANY

By Morris Schnitzer

Address 3300 N. W. Yeon Avenue

City Portland, Oregon

Form No. 237—Bill of Sale.

526 STEVENS-NESS LAW PUB. CO., PORTLAND, OR

al (For Bank)

CONDITIONAL SALE CONTRACT

THE FIRST NATIONAL BANK OF PORTLAND

FOR BANK USE ONLY

BRANCH No.............

CONTRACT No.............

The undersigned Seller does hereby agree to sell and the undersigned Purchaser H & R Construction Company (the terms "Seller" and "Purchaser" include the plural, and the masculine shall include the feminine and neuter genders) does hereby agree to purchase from the Seller at the price and in accordance with the terms and conditions hereinafter appearing, the following described property to-wit:

ITEM	QUANTITY	MAKE	DESCRIPTION OF EQUIPMENT	MODEL	SERIAL NUMBER	CABINET OR MOTOR NO.	SALES PRICE
1	1		Caterpillar Tractor	D-4	2 T 644SP		$ 4250.00
2							
3							
4		Insurance @ $1.75/M	per month				92.88
5	Installation Charges						
	Total						$ 4342.88
	Less: Allowance on .... DESCRIBE TRADE-IN Balance, subject to cash down payment						
	Less: Cash, down payment receipt of which is hereby acknowledged						-2000.00
	Deferred Balance						$ 2342.88
	Add time sales charge						117.12
	Amount of Contract						$ 2460.00

The balance of the purchase price being the foregoing amount of contract, shall be paid in Twelve (12) equal monthly installments of Two Hundred and Five Dollars each ($ 205.00) DOLLARS each, the first payment to be made on the first day of July, 19 52, and a like payment on the same day of each month thereafter until the full sum owing hereunder shall have been paid. All such payments shall be made at the Industrial Branch of **THE FIRST NATIONAL BANK OF PORTLAND, on or before the dates thereof, with interest thereon after maturity at the highest rate permitted by law.**

1. The title to said property will be retained by the Seller and shall not pass to the Purchaser until the sums hereinbefore agreed to be paid shall have been paid in cash, and until the Purchaser shall have performed all things in this agreement on his part required to be performed.

2. The property hereinabove described shall remain personal property and nothing (anything which may be done by the parties hereto to the contrary notwithstanding) shall prevent the Seller from removing the same, or so much thereof as the Seller in his sole discretion may determine, from any premises to which they may be attached upon any breach of this contract on the part of the Purchaser.

3. Purchaser agrees that he will not misuse, secrete, sell, encumber, remove, or otherwise dispose of or lose possession of said chattels, nor permit nor suffer any lien or other encumbrance to become a charge upon said chattels and will be responsible for any loss or damage to said chattels; should said property suffer any loss, damage or injury, Purchaser agrees notwithstanding to purchase and pay for said property in full, according to the terms hereof.

4. Should Purchaser fail to pay said indebtedness or any part thereof when due, a breach of this contract, or if any execution or writ be levied on any of Purchaser's property, or a receiver thereof be appointed, or if a petition in bankruptcy be filed by or against Purchaser, Seller, at his option, and without notice to Purchaser, may declare the whole amount unpaid hereunder immediately due and payable, or Seller may, without notice or demand, by process of law or otherwise, take possession of said chattels wherever located. In the event of such repossession, Seller may, without notice to Purchaser, declare all of Purchaser's rights under this contract terminated and retain all moneys paid thereon for the reasonable use of said chattels or Seller may resell the said property at public or private sale and apply the proceeds, after deducting expenses, liens, and a reasonable attorney's fee paid or incurred by him, to the payment of said indebtedness, and pay to Purchaser the surplus, if any, or in case of a deficiency, Purchaser agrees to pay Seller the same at once. Purchaser waives all claims, damages and demands against Seller arising out of the repossession, retention, reparation, and sale as aforesaid. Nothing herein contained shall be construed to prevent the Seller, in the event of the non-payment of said purchase price or any installment thereof without repossessing or otherwise resorting to the said property, from suing for and recovering the whole of the unpaid purchase price.

5. Any action to enforce payment shall not waive any of Seller's rights hereunder. Any indulgences granted Purchaser shall not constitute a waiver of any of Seller's rights. Time is of the essence of this contract. Any part of this contract contrary to the law of any state shall not invalidate any other parts of this contract in that state. All rights and remedies hereunder are cumulative and not alternative. Seller may assign this contract without notice to Purchaser, and when assigned shall be free from any defense, counterclaim or cross-complaint by Purchaser.

6. The Purchaser agrees that Seller may at his option accept payments of principal or interest past due, or part payments of moneys due without in any manner modifying the terms of this contract; that the acceptance of part payments shall not constitute a waiver of any default created by the failure of Purchaser to pay the balance of any delinquent installment, nor shall the acceptance of any sums in full or in part payment of any delinquent installments, constitute or be construed as a waiver of time as the essence of this agreement or of any subsequent defaults of the Purchaser hereunder.

7. This contract constitutes the entire agreement; no waivers or modifications shall be valid unless written upon or attached hereto.

8. This contract shall apply to, inure to the benefit of, and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties. Purchaser acknowledges the receipt of a true copy hereof.

9. The Purchaser hereby certifies that no side loan or other extension of credit exists or is to be made in connection with the down payment hereinabove set forth.

10. The Purchaser hereby acknowledges that the merchandise has been accepted and is installed completely and satisfactorily at

JAN 16 '52

.... in Beaverton, ..., Oregon.
(Street and Number) (City)

Executed in triplicate this 23 day of June 19 52

Enterprises Co.

H & R Construction Company
Purchaser

SCHNITZER STEEL PRODUCTS COMPANY
Seller or Dealer

E M Huddleston
Purchaser

By

3300 N. W. Yeon Avenue, Portland 10, Oregon
Seller's/Dealer's Address

P. O. Box 66; Beaverton, Oregon
Purchaser's Address

TPL-368. ORE. 9-48.

SELLER'S ASSIGNMENT, WARRANTY OF TITLE AND GUARANTY

For Value, the undersigned, does hereby assign and transfer to THE FIRST NATIONAL BANK OF PORTLAND, hereinafter call "Bank," all of his, its or their right, title, and interest in and to the within Contract, the property therein described and all sums of money due or to become due under or pursuant to the terms thereof, together with all the rights and privileges reserved by, granted to, vested in or inuring to the benefit of the undersigned under or pursuant thereto. And the undersigned does guarantee the full performance of each and every covenant and thing in said Contract on the part of the Purchaser to be kept and performed, and the prompt payment of each and every installment therein required to be paid, together with all expenses, costs and attorneys' fees incurred in enforcing the payment thereof. The undersigned does warrant that title to the property is vested in the undersigned; that the undersigned has good right to make this assignment and that the said property is free and clear of and from any liens or encumbrances whatsoever.

The undersigned does hereby consent to and expressly waive notice of the extension by the Bank, its successors or assigns, to the Purchaser, or his, its or their assigns, of the time for payment under said contract and to the waiver of the performance of such terms and conditions as it or they may determine, and to the compromise or settlement of the sums due thereunder, without affecting or limiting the liability of the undersigned as guarantor. The undersigned does expressly waive presentment, protest, demand or notice of non-payment of said contract, or any installment due or to become due thereunder, and also notice of every other kind, including notice of the acceptance by the Bank of this Guarantee and the benefits accrued and to accrue hereunder. In further consideration of the purchase of this Contract, the undersigned agrees that, if the property therein described is returned by or repossessed from the Purchaser, the Bank, its successors or assigns, may recover from the undersigned the balance due on said Contract, or may sell said property, apply the proceeds to such balance due and recover any deficiency thereof from the undersigned. In the event suit or action is instituted against the undersigned under or based upon or in connection with this Guarantee, the undersigned does agree to pay, in addition to the costs and disbursements provided by statute, such sum as the court may adjudge reasonable as attorney's fees therein. In the event this instrument is signed by more than one person or firm, the liability of the undersigned and each of them, shall be and is hereby declared to be joint and several.

DATED at.., Oregon, ...

Seller Sign Here

.... 19.....

By..

H & R ENTERPRISES INC. ID-1-1362 ORIG. BAL. $2460.00

SELLER'S ASSIGNMENT AND WARRANTY OF TITLE.

For Value, the undersigned does hereby assign and transfer, WITHOUT RECOURSE, to THE FIRST NATIONAL BANK OF PORTLAND, hereinafter called "Bank," all of his, its or their right, title and interest in and to the within Contract, the property therein described and all sums of money due or to become due under or pursuant to the terms thereof, together with all the rights and privileges reserved by, granted to, vested in or inuring to the benefit of the undersigned under or pursuant thereto.

The undersigned warrants that the title to the property described in said Contract is vested in the undersigned; that the undersigned has good right to make this assignment, and that the said property is free and clear of and from any liens or encumbrances whatsoever. The undersigned does represent that the within Contract arose from the bona fide sale of the property therein described; that the initial payment therein mentioned was actually paid by the Purchaser to the Seller; that the aggregate amount of the initial payment and the unpaid installments constitute the actual purchase price of the property; that none of said installments has been paid, and that there are no offsets or counterclaim thereto; that the property has been delivered to the Purchaser, and that it was in all respects accepted and approved by him and is now in his possession.

DATED at.., Oregon, ...

Seller Sign Here

.... 19.....

By..

GUARANTY (BY ONE OTHER THAN THE SELLER).

For and in consideration of the making of the within Contract by the Seller therein and/or the purchase thereof by THE FIRST NATIONAL BANK OF PORTLAND, the undersigned does hereby guarantee payment of all deferred payments as specified therein and covenants in default of payment of any installment or performance of any requirement thereof by the Purchaser to pay the full amount remaining unpaid to THE FIRST NATIONAL BANK OF PORTLAND upon demand. The liability of the undersigned shall not be affected by any compromise, settlement or any variation of the terms of said contract effected by or with the Purchaser. The undersigned waives notice of acceptance of the guaranty, notices of nonpayment and nonperformance and notice of any other kind and nature.

Residence Address.. Telephone No..........................

Business Address.. Telephone No..........................

Business position or profession.. How Long?..........................

Employed by.. How Long?..........................

Carry Bank Accounts with..

Dated at.., Oregon, ..., 19.......... ....

Guarantor Sign Here

RECEIVED
FOR FILING

[illegible]

March 11, 1953

General Casualty Company of America
J. C. Finlay, Agent
209 S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

State Highway Contract No. 3659 for work performed on the Second Street Highway Overcrossing on the Columbia River Highway, Hood River County, was completed by the contractor, H & R Construction Co., on December 15, 1952 and was formally accepted by the Highway Commission on January 21,1953.

Final payment in the amount of $3,494.14 will be released to the contractor on or after March 21, 1953, providing outstanding claims have been satisfied and this office advised. The total contract amount is $40,095.74 and no force account work was performed on the project.

There are numerous claims filed against this project, of which you have been previously notified, aggregating approximately $22,000.00, (3 claims are filed jointly with contract No. 3631). Since this contract has been assigned to your Company will you please advise us of the claims that have been satisfied so we can correct our records.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Department

NOTED ON CARD

3-11-53, gl

RECEIVED
1953
FOR FILING

BFI-174

March 2, 1953

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: E. Libby

Dear Sir:

This is to acknowledge receipt of your letter of February 25 to which was attached three copies of a claim filed with your office by Doy Gray Insurance against H and R Construction Company on State Highway Contract No. 3631, your file No. 3390.

The claim is for unpaid insurance premiums in the amount of $1,404.15.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Feb. 25, 1953

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from [illegible], attorneys, [illegible], and filed as of this date a notice of claim of [illegible] Insurance, for personal services performed, in the sum of [illegible].15, against the bond taken from [illegible] Construction Company, Principal, and General Casualty Company of America, Surety, for work of constructing the Second Street Overcrossing on the Columbia River Highway in Hood River County, Highway Contract No. 3631, our file No. [illegible].

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By E Newbry
Clerk
Records Division

[illegible]
Enc.

RECEIVED

Lewis

RECEIVED
[illegible] 1953
FOR FILING

March 2, 1953

General Casualty Company of America
Portland Branch Office
209 S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by Doy Gray Insurance Agency of Beaverton in the net amount of $1,404.15 against H and R Construction Company. This claim is for unpaid insurance premiums on State Highway Contract No. 3631, awarded to H and R Construction Company for constructing an overcrossing on Second Street in the city of Hood River on the Columbia River Highway.

We provide this information as your Company appears as surety on the performance bond furnished with the contract described above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington

H and R Construction Company
Post Office Box 66
Beaverton, Oregon

[illegible] ON CARD

COPY

[illegible]

[illegible] style of [illegible] for insurance re- [illegible]

On [illegible]

[illegible]

COPY

[illegible]

[illegible] and Charles [illegible] Yoger, co-partners, [illegible] Construction Company, as principal, and the [illegible]

[illegible]

[illegible], 19[illegible].

([illegible])

[illegible]

Page 2 - [illegible]

LAW OFFICES OF
CASTLES & MUSICK
395 N. W. CANYON ROAD
BEAVERTON, OREGON

JAMES B CASTLES
ALBERT R. MUSICK

TELEPHONES:
BEAVERTON 4-3482
PORTLAND CY 2-2338

February 20, 1953

Secretary of State
Salem, Oregon

RE: Claim of Doy Gray Insurance against bond of H & R Construction Company given to State of Oregon

Dear Sir:

In compliance with revisions of Section 98-101 OCLA, you will find inclosed herewith the claim of Doy Gray Insurance against the contractor's bond of the H & R Construction Company, under date of February 2, 1952, given to the State Highway Commission, in connection with that certain construction project entitled:

Second Street Overcrossing
On the Columbia River Highway
In Hood River County

Section 98-101 OCLA provides that any person claiming to have money owing and due under the contract "shall present to and file with the Secretary of State of Oregon, or Clerk, or Auditor of any municipality, county or school district, a notice in writing----".

The enclosures consist of a claim form in compliance with the statutory form set forth and also an affidavit directed to the State Highway Commission, in compliance with the first part of Section 98-101 OCLA.

If this claim is not processed in your department, it is requested that it be forwarded to the State Highway Commission for appropriate action.

If there are any filing fees to be paid in connection with the filing of this claim, would you please so advise and the same will be forwardedto you promptly.

Very truly yours

Albert R. Musick

Of Castles & Musick

ARM:h
Enc.
cc: State Highway Commission
Salem, Oregon

Beaverton, Oregon
February 10, 1953

State Highway Commission
State of Oregon
Salem, Oregon

Gentlemen:

Notice is hereby given that the undersigned, Doy Gray, has a claim for work and services performed in furnishing insurance to Earl M. Huddleston and Charles E. Roger, co-partners doing business under the assumed name and style of H & R Construction Company, required by the terms and provisions of that certain contract entered into by and between the State of Oregon and the said H & R Construction Company, dated February 2, 1952, described as:

Second Street Overcrossing
On the Columbia River Highway
In Hood River County

H & R Construction Co., Contractor

Bridge No. 7458	Contractor No. 3631
Prefix 14-1020	F.A.P. BFI 174 (16)

and that the unpaid portion of the premiums therefor being the sum of $1404.15, for which claim is made against the bond taken from the said Earl M. Huddleston and Charles E. Roger, co-partners dba H & R Construction Company, as principal, and the General Casualty Company of America, as surety thereon, for the work of constructing the Second Street Overcrossing on the Columbia River Highway in Hood River County.

DOY GRAY INSURANCE

By Doy Gray

AFFIDAVIT

STATE OF OREGON)
) ss.
County of Washington)

I, DOY GRAY, being first duly sworn depose and say:

That I am the owner of the Doy Gray Insurance Agency located in Beaverton, Oregon, and that on or about the 1st day of February, 1952, Earl M. Huddleston and Charles E. Roger, co-partners, doing business under the assumed name and style of H & R Construction Company, made application for insurance required to be purchased and placed in effect by the provisions of that certain contract entered into by and between said H & R Construction Company and the State of Oregon, by and through the State Highway Commission, bearing date of February 1, 1952, and more specifically described as:

Second Street Overcrossing
On the Columbia River Highway
In Hood River County

H & R Construction Co., Contractor
Bridge No. 7458 Contract No. 3631
Prefix 14-1020 F.A.P. BFI 174 (16)

That the insurance required by said contract was as follows:

(a) Contractor Performance Bond in the sum of $75,468.50
(b) Contractor Public Liability and Property Damage Liability Insurance as set forth at pages 6 and 7 of the Special Provisions of said contract.
(c) Railroad's Protective Public Liability and Property Damage Liability Insurance, as set forth on Page 7 of the Special Provisions of said contract.

and that your affiant did sell to said H & R Construction Company and furnished said Contractor's Performance Bond and Liability Policies and that said H & R Construction Company did promise to pay this affiant as follows:

Policy Number	Name of Company in which policy was written.	Type of Coverage	Premium Charged
225382			
BLP90753	General Casualty Co.	Performance Bond	$ 452.81
	" " "	Contractor's Comprehsnsive Liability	1,014.04
BLP90856	" " "	Railroad Protective Liab.	151.80
			$ 1,618.65
Less: Return Premium by reason of cancellation and final audit of Liab. Pol. # BLP90753			77.42
			$ 1,541.23

and that no payment has been made upon account thereof except only the sum of $137.08, and that the balance owing and due to the affiant by said H & R Construction Company is the sum of $1404.15.

That the foregoing affidavit is made pursuant to Section 98-101 OCLA, and for the purpose of presenting a claim against the bond taken by State of Oregon from said Earl M. Huddleston and Charles E. Roger, co-partners, dba H & R Construction Company as principal and The General Casualty Company of America as surety thereon, for the faithful performance of construction work in the hereinabove described contract.

/s/ DOY GRAY

Subscribed and sworn to before me this 10th day of February, 1953.

/s/ Albert R. Musick
Notary Public for Oregon
My Commission Expires: April 1, 1956

(NOTARY SEAL)

RECEIVED
FEB 1953
FOR FILING

BFI-1[illegible]

36[illegible]

February 6, 1953

Mr. A. L. Tebault
Manager Claims Department
General Insurance Company of America
209 S. W. Fourth Street
Portland, Oregon

Dear Mr. Tebault:

As requested when you were in my office the other day, I hand you herewith two copies of the list of claims that have been filed in the office of the State Highway Commission against State Highway Contract No. 3659 awarded to the H & R Construction Company for construction of the Second Street Overcrossing on the Columbia River Highway in the City of Hood River.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Encls.

LIST OF CLAIMS FILED AGAINST CONTRACT NO. 3659, H & R Construction Co.
(assigned to General Casualty Company of America)

5-28-52	Garnishment & Writ of Attachment filed by H.J.Delaney dba U.S.Protective Service	(3631 & 3659) not stated what for	$3,500.00
6-4-52	Kuckenberg Construction Co.	Equip. rental	4,226.71
6-10-52	VaDare Construction Co. (check was given by E.F.Philpott but retd.N.S.F.)	Used lumber	500.00
8-20-52	Garnishment filed by Lloyd M.Dent	not stated what for (3631 & 3659)	5,479.80
10-3-52	Standard Oil Co. ~~[illegible]~~	Materials	412.04
9-29-52	Soule' Steel Co. - Stated contractor considerably in arrears in account.		
10-14-52	Baxco Corporation	Piling	2,982.00
10-27-52	Portland Wire & Iron Works	Materials	2,400.50
10-29-52	Sam Ledbetter	Material & Services	1,298.85
11-3-52	Tum-A-Lum Lumber Co.	Lumber	1,198.80
12-17-52	J. B. Edington	Material & Labor (3631 & 3659)	84.44
		App. Total	$22,083.14

make list of claims against contract 365-9
H + R Constr Co.
2nd St Hwy O Xing - Hood River
completed Dec. 15, 1952 — accepted Jan 21, 1953

ATWATER 3123

A. L. TEBAULT
~~MANAGER~~
CLAIMS DEPARTMENT

GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE CO. OF AMERICA
GENERAL CASUALTY COMPANY OF AMERICA

209 S. W. 4TH ST.
PORTLAND, OREGON

LETTER TO Tebault
DATE 2/6

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FOR FILING

January 13, 1953

R & R Construction Co.
P. O. Box 66
Beaverton, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on January 6, 1953, had under discussion your request for an extension of time of 76 days, from September 30 to December 15, 1952, within which to complete your contract No. 3631 for constructing Second Street Overcrossing in Hood River in Hood River County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Wm. E. Chandler,
Division Engineer

Norman D. Krehbiel,
Resident Engineer

G. S. Paxson,
Bridge Engineer

RECEIVED
FOR FILING
EFI-131(
3

January 13, 1953

H & R Construction Co.
P. O. Box 66
Beaverton, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on January 6, 1953, had under discussion your request for an extension of time of 76 days, from September 30 to December 15, 1952, within which to complete your contract No. 3659 for constructing the Second Street Highway Overcrossing on the Columbia Highway in Hood River County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Wm. E. Chandler,
Division Engineer

Norman D. Krehbiel,
Resident Engineer

G. S. Paxson,
Bridge Engineer

RECEIVED
DEC 29 1952
FOR FILING

PE1-174(4)

December 23, 1952

Mr. John F. Cushman
Hall Building
Hood River, Oregon

Dear Mr. Cushman:

Thank you for your letter of December 19 to which was attached a notice of claim and a claim of Ledbetter and Company for materials furnished to H and R Construction Company on Contract No. 3659. This notice of claim will serve our needs in connection with the copy of Contract No. 3659 which we forwarded to you on December 15.

For your information we received a copy from the Secretary of State of the claim which you had filed with them in behalf of Mr. Ledbetter.

Merry Christmas to you.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

[illegible]

[illegible]

JOHN N. MOHR
ATTORNEY AT LAW
HALL BUILDING
HOOD RIVER, OREGON
TELEPHONE 8811

JOHN F. CUSHMAN

CITY ATTORNEY

December 19, 1952
(dictated 12/18/52)

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Department
Salem, Oregon

Re: Ledbetter claim
Contract no. 3659

Dear Mr. Glaisyer:

Enclosed herewith please find a notice of claim and claim of Sam C. Ledbetter doing business as Ledbetter & Company, for material furnished the contractor under contract no. 3659 with the State Highway Commission. The materials were furnished sometime ago and all correspondence to the construction company and the surety and its agent have gone unanswered.

On October 30th, 1952 you furnished me the names of the agents for the General Casualty Company of America, and you further advised that at the request of the surety, all payments for work performed on the contract had been assigned to the surety. I cannot understand the failure of the surety to make payment.

Thank you for your cooperation.

Very truly yours,

JFC:mg

John F. Cushman
JOHN F. CUSHMAN

RECEIVED

12-19-52

NOTICE OF CLAIM of Sam C. Ledbetter,
dba LEDBETTER & COMPANY

TO: STATE OF OREGON:

NOTICE IS HEREBY GIVEN, that the undersigned, Sam C. Ledbetter dba LEDBETTER & COMPANY, has a claim for materials furnished the H & R CONSTRUCTION CO., which said materials consisted of ready-mix concrete for use in connection with Contract #3659 with the State Highway Commission in the construction of the Second Street Highway Overcrossing in Hood River, Oregon, in the sum of $1298.85 against the bond taken from said H & R CONSTRUCTION CO., as principal and General Casualty Company of America as surety, for said materials furnished for said contract in the construction of said Second Street Highway Overcrossing in Hood River, Hood River County, Oregon.

Sam C Ledbetter
d.b.a. LEDBETTER & COMPANY

12-17-52 C

CLAIM of SAM C. LEDBETTER,
dba LEDBETTER & COMPANY,

STATE OF OREGON)
: ss
County of Hood River)

I, SAM C. LEDBETTER, being first duly sworn, depose and say:

That I am engaged in the ready-mixed concrete business in the City of Hood River, County of Hood River, State of Oregon, and that I have a claim for materials furnished consisting of ready-mixed concrete for use by the H & R CONSTRUCTION COMPANY in connection with Contract #3659 with the State Highway Commission for the construction of the Second Street Highway Overcrossing in Hood River, Oregon.

That the value of said materials so furnished is $1298.85; that no part thereof has been paid, and that I do make demand for payment by said H & R CONSTRUCTION COMPANY, State of Oregon, or either of them, and General Casualty Company of America as surety, for said materials furnished for the said contract for the construction of the Second Street Highway Overcrossing in Hood River, Oregon.

Sam C Ledbetter

Subscribed and sworn to before me this 10th day of December, 1952.

Notary Public for Oregon,
My Commission Expires: March 16,1956

RECEIVED
DEC 29 1952
FOR FILING

PF1-1741

December 22, 1952

General Casualty Co. of America
209 S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

We have received a letter dated December 17th from J. B. Edington, 921 Twelfth Street, Hood River, Oregon, in which he states that he has a claim totaling $84.44 for material and labor furnished on the overcrossing structures in Hood River, State Highway Contract Nos. 3631 and 3659.

These contracts were awarded to H and R Construction Company, and we furnish this information as your Company appears as surety on the performance bonds furnished with Contracts Nos. 3631 and 3659 for the Second Street Overcrossings of the Columbia River Highway in Hood River.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

OR

Secretary

FAQ:md

cc - J. C. Finlay General America Agency
Lincoln Building
Portland, Oregon

General Casualty Co. of America
General Insurance Building
Seattle 5, Washington

H andR Construction Company
P. O. Box 66
Beaverton, Oregon

RECEIVED
DEC 29 1952
FOR FILING

211-174

December 22, 1952

Mr. J. B. Edington
921 Twelfth Street
Hood River, Oregon

Dear Mr. Edington:

We have your letter of December 17 in which you show details of a claim that you have against State Highway Contracts Nos. 3631 and 3659 totaling $84.44. These contracts were awarded to H and R Construction Company, Post Office Box 66, Beaverton, Oregon; and to date, only Contract No. 3631 is shown as being completed and that being as of November 24, 1952.

General Casualty Company of America furnished the performance bonds for these contract, which bonds are provided to assure satisfactory completion of the work and payment of all bills incurred in connection with the contracts. Their address on Contract No. 3631 is 209 S. W. Fourth Avenue, Portland, and on Contract No. 3659 the agent is J. C. Finlay, Lincoln Building, Portland. If you have not already done so, we suggest that you file your claim with the bonding company.

If you feel it necessary to protect your claim for a period longer than six months following completion of the contracts and acceptance by the Commission, it is also suggested that you file your claim with the Secretary of State. For your convenience in preparing a filing, we have attached and excerpt from the Oregon Laws outlining the necessary procedure.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

NOTED ON CARD

FAQ:md
Attach.

J. B. EDINGTON

TELEPHONE 1404

921 TWELFTH STREET

HOOD RIVER, OREGON

HEATING
PLUMBING
OIL BURNERS
COAL STOKERS
SAWDUST BURNERS
SHEET METAL

Electrical
SUPPLIES
AND
INSTALLATION

December 17,1952

To State of Oregon

Notice hereby is given that the undersigned J. B. Edington has a claim for:

June 23,1952 -	9 pounds of metal	$1.90
June 25,1952 -	4 1/2 sheets 24 Ga. 30x120	$27.40
	3 sheets 28 Ga. 30x96	$9.87
	Labor	$43.87
Sept. 4,1952 -	1 8x10 Skew	$1.40

Totaling 84.44 dollars against the bond taken from the State of Oregon by the General Casualty Co. for the work on Overcrossing Structures on Second Street on the Columbia River Highway in the city of Hood River - covered by contracts #3631 and #3659.

J. B. Edington.

RECEIVED

NOTED ON CARD

[illegible]CEIVED
[illegible]
FOR FILING

CFI-[illegible]

December 17, 1952

J. C. Finlay General America Agency
Lincoln Building
Portland, Oregon

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Sam C. Ledbetter, d.b.a. Ledbetter and Company, against H and R Construction Company. The claim, which is in the amount of $1,298.85, is for redimix concrete materials furnished to the contractor in his operations on State Highway Contract No. 3659 for construction of the Second Street Highway Overcrossing in the city of Hood River.

We provide this information as the General Casualty Company of America appears as surety on the performance bond furnished with the contract described above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 12/16/52
Attach.

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington

H and R Construction Company
P. O. Box 66
Beaverton, Oregon

NOTED ON [illegible]

12-17-52 gl

COPY

NOTICE OF CLAIM of Sam C. Ledbetter, dba LEDBETTER & COMPANY

TO: STATE OF OREGON:

NOTICE IS HEREBY GIVEN, that the undersigned, Sam C. Ledbetter dba LEDBETTER & COMPANY, has a claim for materials furnished the H & R CONSTRUCTION CO., which said materials consisted of ready-mix concrete for use in connection with Contract #3659 with the State Highway Commission in the construction of the Second Street Highway Overcrossing in Hood River, Oregon, in the sum of $1298.85 against the bond taken from said H & R CONSTRUCTION CO., as principal and General Casualty Company of America as Surety, for said materials furnished for said contract in the construction of said Second Street Highway Overcrossing in Hood River, Hood River County, Oregon.

SAM C. LEDBETTER
d.b.a. LEDBETTER & COMPANY

CLAIM of SAM C. LEDBETTER, dba LEDBETTER & COMPANY,

STATE OF OREGON)
: ss
County of Hood River)

I, SAM C. LEDBETTER, being first duly sworn, depose and say:

That I am engaged in the ready-mixed concrete business in the City of Hood River, County of Hood River, State of Oregon, and that I have a claim for materials furnished consisting of ready-mixed concrete for use by the H & R CONSTRUCTION COMPANY in connection with Contract #3659 with the State Highway Commission for the construction of the Second Street Highway Overcrossing in Hood River, Oregon.

That the value of said materials so furnished is $1298.85; that no part thereof has been paid, and that I do make demand for payment by said H & R CONSTRUCTION COMPANY, State of Oregon, or either of them, and General Casualty Company of America as surety, for said materials furnished for the said contract for the construction of the Second Street Highway Overcrossing Hood River, Oregon.

SAM C. LEDBETTER

Subscribed and sworn to before me this 10th day of December, 1952.

JOHN F. CUSHMAN
Notary Public for Oregon,
My Commission Expires: March 16, 1956

(SEAL)

ENDORSED
File No. 3372
Filed December 15, 1952
EARL T. NEWBRY, Secretary of State

RECEIVED

FOR FILING

[illegible]

Lewis

December 16, 1952

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: Edith Libby

Dear Sir:

This is to acknowledge receipt of your letter dated December 16 to which was attached three copies of a claim filed with your office by Sam C. Ledbetter, d.b.a. Ledbetter and Company against H and R Construction Company for redimix concrete furnished on State Highway Contract No. 3659, your file No. 3372. The amount of the claim is $1,298.85.

Respectfully yours

Secretary

OREGON STATE HIGHWAY COMMISSION

FAQ:md

12-16-52,g

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Dec. 16, 1952

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from John F. Cushman, attorney, Hood River, and filed as of December 15th, a notice of claim by Ledbetter and Company for materials furnished in the sum of $1298.85 against the bond taken from H & R Construction Co. Principal, and General Casualty Company of America as Surety, for materials furnished for construction of said Second Street Highway Overcrossing in Hood River, Hood River County, Oregon State Highway Contract #3659, our file No. 3372.

We are enclosing three copies of the claim for your information and files and also enclosing a copy of Mr. Cushman's letter to us in which he asked for some additional information pertaining to the claim.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
SECRETARY OF STATE

By Edith Libby
Clerk
Records Division

NF:M
Enc.

RECEIVED

12-16-52, g.k.

JOHN N. MOHR
Attorney at Law
Hall Building
HOOD RIVER, OREGON

City Attorney

TELEPHONE 8811

JOHN F. CUSHMAN

December 12, 1952

Mr. Earl Newbry
Secretary of State
Salem, Oregon

Dear Mr. Newbry:

Enclosed herewith is a notice of claim of Sam C. Ledbetter doing business as Ledbetter and Company for materials furnished by Mr. Ledbetter to the H & R Construction Company in connection with State Highway Commission contract number 3659 for the construction of the Second Street Highway Overcrossing in Hood River, Oregon. I understand that the surety company on the project has been assigned all payments due under the above mentioned contract and I have made demand upon the surety company for payment of the claim but have received no response to inquiry and demand from them. I request therefore, that a certified copy of the above mentioned contract and bond be forwarded to this office so that if necessary the appropriate steps will be taken to commence an action against the contractor and surety.

Very truly yours,

JOHN F. CUSHMAN

JOHN F. CUSHMAN

JFC:mg
encl.

RECEIVED

[illegible]

FOR FILING

[illegible]

December 15, 1952

State Highway Commission

Request for extension of time
No. 3
January 6, 1952 meeting.

Gentlemen:

Re: Second Street Overcrossing of
Union Pacific Railroad in
Hood River, Contract 3631
H. & R. Construction Company,
Contractor

Herewith request for an extension of time, from September 30, 1952 to and including December 15, 1952, in which to complete the construction of the Second Street overcrossing of the Union Pacific railroad in Hood River.

This project was previously extended from August 31, 1952 to September 30, 1952 without penalty to the contractor. The structure was complete, except for the cleaning up of the site, within the time of the first extension. The work of cleaning up the site is being done at the same time and with the same crew that is completing the work on the adjacent highway overcrossing. The engineering charges during this second extension are negligible. The structure cannot be opened to traffic until the Columbia River Highway, to which it connects, has been completed.

It is recommended that the extension be granted without penalty to the contractor. Attached hereto is a copy of the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP:gm
Attached

RECEIVED
DEC [illegible] 1952
FOR FILING

EF1-[illegible]

3431--[illegible]

December 15, 1952

Mr. John F. Cushman
Hall Building
Hood River, Oregon

Dear Mr. Cushman:

We have today received a copy of a letter, the original of which was addressed to the Secretary of State and in which you make request for a certified copy of Contract and Bond No. 3659 awarded to H and R Construction Company for the Second Street Overcrossing in Hood River. We are, therefore, forwarding by separate mail the contract and bond as requested.

As we are required to secure an affidavit of claim from those requesting certified copies of contracts, we would appreciate your sending to us at an early date and affidavit of the claim involved, which, according to your letter, is in favor of Ledbetter and Company for materials furnished to H and R Construction Company.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:md

[illegible]
12-15

JOHN N. MOHR
ATTORNEY AT LAW
HALL BUILDING
HOOD RIVER, OREGON
TELEPHONE 8811

CITY ATTORNEY

December 12, 1952

COPY

Mr. Earl Newbry
Secretary of State
Salem, Oregon

Dear Mr. Newbry:

Enclosed herewith is a notice of claim of Sam C. Ledbetter doing business as Ledbetter and Company for materials furnished by Mr. Ledbetter to the H & E Construction Company in connection with State Highway Commission contract number 3659 for the construction of the Second Street Highway Overcrossing in Hood River, Oregon. I understand that the surety company on the project has been assigned all payments due under the above mentioned contract and I have made demand upon the surety company for payment of the claim but have received no response to inquiry and demand from them. I request therefore, that a certified copy of the above mentioned contract and bond be forwarded to this office so that if necessary the appropriate steps will be taken to commence an action against the contractor and surety.

Very truly yours,

JFC:mg

John F. Cushman
JOHN F. CUSHMAN

[illegible]

CEIVED
DEC 1
FOR FILING

December 15, 1952

State Highway Commission

Request for extension of time
No. 4
January 6, 1953 meeting.

Gentlemen:

Re: Second Street (Highway) Overcrossing in Hood River
Contract [illegible]
H. & R. Construction Company,
Contractor

Herewith request for an extension of time from September 30, 1952 to December 15, 1952, for the completion of the work on the Second Street (Highway) Overcrossing in Hood River.

The structure was completed with the exception of the cleaning up of the site and a small amount of surface finish at the expiration of the time allowed under the original contract. The structure cannot be used until the completion of the surfacing of the new Columbia River Highway, to which this connecting street joins. The engineering costs against the project after the completion date are negligible.

It is recommended that the extension be granted without penalty to the contractor. Attached hereto is a copy of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
GSP:gm

RECEIVED
DEC [illegible] 1952
FOR FILING

Lewis

December 12, 1952

Mr. J. B. Edington
921 Twelfth Street
Hood River, Oregon

Dear Mr. Edington:

H and R Construction Company, Post Office Box 56, Beaverton, were awarded Contracts Nos. 3631 and 3659 for overcrossing structures on Second Street on the Columbia River Highway in the city of Hood River. Contract No. 3631 was completed November 24, 1952, but to date has not been accepted by the Commission. On Contract No. 3659, we have not to date received notice that it is completed.

The General Casualty Company of America furnished the performance bond for both contracts and the agent's address on Contract 3631 is 209 S. W. Fourth Avenue, Portland. On Contract No. 3659 the agent is J. C. Finlay, Lincoln Building, Portland. As you probably know, these bonds are to assure satisfactory completion of the work and payment of all bills incurred in connection with the contracts. It is suggested that you contact the surety regarding these claims; and, also, to protect your claim for a period longer than six months following completion of the contract, that you file your claim with the Secretary of State. To help you in preparing such a filing we have attached an excerpt from the Oregon Laws outlining the necessary procedure. In the meantime, your claim will be noted in our records and we also will advise the surety and the contractor that the claim has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

RECEIVED
DEC 1952
FOR FILING

[illegible]

3631 - - [illegible]

Lewis

December 12, 1952

Mr. J. B. Edington
921 Twelfth Street
Hood River, Oregon

Dear Mr. Edington:

H and R Construction Company, Post Office Box 56, Beaverton, were awarded Contracts Nos. 3631 and 3659 for overcrossing structures on Second Street on the Columbia River Highway in the city of Hood River. Contract No. 3631 was completed November 24, 1952, but to date has not been accepted by the Commission. On Contract No. 3659, we have not to date received notice that it is completed.

The General Casualty Company of America furnished the performance bond for both contracts and the agent's address on Contract 3631 is 209 S. W. Fourth Avenue, Portland. On Contract No. 3659 the agent is J. C. Finlay, Lincoln Building, Portland. As you probably know, these bonds are to assure satisfactory completion of the work and payment of all bills incurred in connection with the contracts. It is suggested that you contact the surety regarding these claims; and, also, to protect your claim for a period longer than six months following completion of the contract, that you file your claim with the Secretary of State. To help you in preparing such a filing we have attached an excerpt from the Oregon Laws outlining the necessary procedure. In the meantime, your claim will be noted in our records and we also will advise the surety and the contractor that the claim has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

NOTED [illegible]

J. B. EDINGTON

HEATING
PLUMBING
OIL BURNERS
COAL STOKERS
SAWDUST BURNERS
SHEET METAL

TELEPHONE 1404
921 TWELFTH STREET
HOOD RIVER, OREGON

Electrical
SUPPLIES
AND
INSTALLATION

Dec. 11, 1952

State Highway Commission
Salem, Ore.

3641
3659

Gentlemen.

Would you kindly inform us of the proper steps to take to secure collection of $83.04 From H. R. Enterprises on the overpass job here in Hood River.

Thank You,
J. B. Edington

RECEIVED
DEC 12 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC [illegible] 1952
FOR FILING

Lewis

December 12, 1952

General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

We have today received a letter from J. B. Edington, 921 Twelfth Street, Hood River, Oregon, in which he writes that H and R Enterprises owe him $83.04 in connection with the overpass job in Hood River. It appears that he is referring to H and R Construction Company who were awarded State Highway Contracts Nos. 3631 and 3659 for overcrossing structures on Second Street in the city of Hood River. He does not provide any details as to the nature of the claim other than the total amount.

We furnish this information as the General Casualty Company of America appears as surety on the performance bonds furnished with Contracts Nos. 3631 and 3659.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - J. C. Finlay General America Agency
Lincoln Building
Portland, Oregon

H and R Construction Company
P. O. Box 66
Beaverton, Oregon

General Casualty Company of America
General Insurance Building
Seattle 5, Washington

12-12-52

RECEIVED
FOR FILING

BFI-174([illegible])

December 12, 1952

General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

We have today received a letter from J. B. Edington, 921 Twelfth Street, Hood River, Oregon, in which he writes that H and R Enterprises owe him $83.04 in connection with the overpass job in Hood River. It appears that he is referring to H and R Construction Company who were awarded State Highway Contracts Nos. 3631 and 3659 for overcrossing structures on Second Street in the city of Hood River. He does not provide any details as to the nature of the claim other than the total amount.

We furnish this information as the General Casualty Company of America appears as surety on the performance bonds furnished with Contracts Nos. 3631 and 3659.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAL:md

cc - J. C. Finlay General America Agency
Lincoln Building
Portland, Oregon

H and R Construction Company
P. O. Box 66
Beaverton, Oregon

General Casualty Company of America
General Insurance Building
Seattle 5, Washington

RECEIVED
FOR FILING

Baldock

J. B. EDINGTON

Telephone 1404 921 Twelfth Street
HOOD RIVER, OREGON

Heating
Plumbing
Oil Burners
Coal Stokers
Sawdust Burners
Sheet Metal

Electrical
Supplies
and
Installation

December 11, 1952

State Highway Commission
Salem, Ore.

Gentlemen.

Would you kindly inform us of the proper steps to take to secure collection of $83.04 from H. R. Enterprises on the overpass job here in Hood River.

Thank You,

/s/ J. B. Edington

(Contracts Nos. 3631 and 3659
with H. & R. Construction Co.
for Second Street Overcrossing
at Hood River.)

RECEIVED
DEC 15 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 7 1953
FOR FILING

FORM 2104

December 8, 1952

Union Pacific Railroad Company
Department of Operation
828 Pittock Block
Portland 5, Oregon

Gentlemen:

Re: Second Street Overcrossing, Hood River

Reference is made to our recent correspondence concerning the contractor's insurance on the above project. As stated previously, the Highway Department has not received a copy of the cancellation notice mentioned in your letter of November 26. Insofar as the Highway Department is concerned, the insurance is still in affect.

Work on the project was completed to the satisfaction of the resident engineer on November 24, and the highway engineer will recommend to the State Highway Commission that the contract be accepted as completed as of that date.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

CAG:ss

cc C. A. Gardner

FORM 2104

December 2, 1952

H. & R. Construction Company
Walker & Canyon Roads
Beaverton, Oregon

Gentlemen:

Re: Second Street Overcrossing
Contract No. 3631

Reference is made to our letter of November 20 concerning the General Casualty Company Policy No. BLP 90856 which you furnished the Union Pacific Railroad Company under the terms of the above contract.

We have another inquiry from the Union Pacific Railroad Company concerning this matter, and they advise that they have a new notice of cancellation which would cancel the policy as of November 28. The Highway Commission has not as yet received a copy of this cancellation notice. As you know, the contract definitely provides that the work under the contract is to be covered by insurance until such time as the work is completed and accepted by the Highway Commission. The work on the job is still not completed and has not been accepted by the Commission; therefore, it must be covered by insurance.

Please advise us as to what action you have taken to extend the insurance to cover the work as required by the contract.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

CAG:aa

cc General Casualty Company of America
General Insurance Company of America
209 S. W. Fourth Avenue
Portland, Oregon

General Casualty Company of America
General Insurance Company of America
Seattle 5, Washington

Union Pacific RR. Co.
828 Pittock Block
Portland 5

FORM 2104
4-52-3M

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

L. A. COLLINS
GENERAL MANAGER
NORTHWESTERN DISTRICT

828 PITTOCK BLOCK
PORTLAND 5, OREGON

Nov 26 1952

C 315-2-3

Oregon State Highway Dept.,
Salem, Oregon.

Gentlemen:

Referring to your letter Nov. 20th in regard to contractors insurance in connection with construction of the Second St. overcrossing at Hood River.

Will you kindly advise what arrangements have been made for insurance coverage in order that the insurance protection will be carried over to the next meeting of the Commission scheduled Jan. 21, 1953 as we understand the General Casualty Company of America policy will expire under the notice dated Oct. 29th by Nov. 28th.

Yours truly,

NOTED
W. C. WILLIAMS

LaCollins
H

RECEIVED
NOV 28 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING
[illegible]

November 5, 1952

General Casualty Company of America
Board of Trade Building
Portland 4, Oregon

Attention: Edna M. Stewart

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by the Tum-A-Lum Lumber Company of Walla Walla, Washington, against H and R Enterprises in the sum of $1,198.80 for lumber furnished. The H and R Enterprises referred to is probably the H and R Construction Company, and the construction of a bridge over the Union Pacific Railroad tracks and passenger depot at Hood River, Oregon, apparently refers to State Highway Contracts Nos. 3631 and 3659 for the Second Street Overcrossings in Hood River.

This information is furnished as the General Casualty Company of America appears as surety on the performance bonds furnished with Contracts 3631 and 3659.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:md
Attach.

cc - J. C. Finlay General America Agency
Lincoln Building
Portland, Oregon

General Casualty Company of America
General Insurance Building
Seattle 5, Washington

H and R Construction Co.
P. O. Box 66
Beaverton, Oregon

RECEIVED
FOR FILING
EII-174
3631 — 3659

[illegible]

November 5, 1952

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: E. Libby

Dear Sir:

We acknowledge with thanks your letter of November 3 to which was attached three copies of a claim filed with your office by the Tum-A-Lum Lumber Company of Walla Walla, Washington, against H and R Enterprises in the sum of $1,198.80 for materials furnished in construction of a bridge over the Union Pacific Railroad tracks and passenger depot at Hood River, Oregon.

The claim bears your file No. 3357 and apparently pertains to State Highway Contracts Nos. 3631 and 3659.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

[illegible] CARD
11-5-52

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

[illegible]

[illegible]
[illegible]
[illegible]

[illegible]:

[illegible] notice of claim [illegible] Lumber Company, for lumber furnished in the sum of [illegible], against [illegible] Enterprises, principal, the General Insurance Co. of America, [illegible] Nat'l. Insurance Co. of America and General Casualty Co. of America, sureties, for the work of construction of [illegible] over U.P. [illegible], Oregon, [illegible].

[illegible] copies of the claim [illegible]

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

[illegible]

[illegible]

E. Libby

[illegible]

[illegible]

RECEIVED
OREGON
STATE [illegible] COMMISSION

[illegible]

11-?-52

RECEIVED
FOR FILING

Mrs Lewis

November 5, 1952

General Casualty Company of America
Board of Trade Building
Portland 4, Oregon

Attention: Edna M. Stewart

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by the Tum-A-Lum Lumber Company of Walla Walla, Washington, against N and R Enterprises in the sum of $1,198.80 for lumber furnished. The N and R Enterprises referred to is probably the N and R Construction Company, and the construction of a bridge over the Union Pacific Railroad tracks and passenger depot at Hood River, Oregon, apparently refers to State Highway Contracts Nos. 3631 and 3659 for the Second Street Overcrossings in Hood River.

This information is furnished as the General Casualty Company of America appears as surety on the performance bonds furnished with Contracts 3631 and 3659.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:md
Attach.

cc - J. C. Finlay General America Agency
Lincoln Building
Portland, Oregon

General Casualty Company of America
General Insurance Building
Seattle 5, Washington

N and R Construction Co.
P. O. Box 66
Beaverton, Oregon

11-5-52

RECEIVED
FOR FILING

BFI-174(16)

[illegible] 3657

JOHN N. MOHR
ATTORNEY AT LAW
HALL BUILDING
HOOD RIVER, OREGON
TELEPHONE 8811

CITY ATTORNEY

JOHN F. CUSHMAN

November 7, 1952

Mr. H. B. Glaisyer
Secretary
State Highway Commission
Salem, Oregon

Re: H & R Construction Company
Contracts #3631 and 3659 -
Second Street Overpasses,
Hood River, Oregon

Dear Mr. Glaisyer:

Thank you for your letter of October 30, 1952, with information concerning the above contracts.

I shall write the agents for the General Casualty Company and inform them of our client's claim and, in the event further action is necessary, claims shall be filed with the Secretary of State.

Very truly yours,

John F. Cushman

JOHN F. CUSHMAN

JFC:pb

RECEIVED
[illegible]
STATE HIGHWAY COMMISSION

October 30, 1952

Mr. John N. Mohr
Attorney at Law
Hall Building
Hood River, Oregon

Attention: Mr. John F. Cushman

Dear Sir:

We have your letter of October 29 concerning the claim of your client, Mr. Sam Ledbetter, against H and R Construction Company on Contracts 3631 and 3659 for construction of the Second Street Highway Overcrossings in Hood River. The invoices for material delivered and services furnished have not to date come to the attention of this office; however, the claim will be noted in our records and we will advise the contractor that it has been received.

The General Casualty Company of America furnished the performance bonds with both contracts, and at the request of the surety all payments for work performed on the contracts have been assigned to the surety. The agent for the surety on Contract No. 3631 is Edna M. Stewart, Board of Trade Building, Portland 4, and on Contract No. 3659 the agent is J. C. Finlay, Lincoln Building, Portland.

Neither of these jobs have been completed nor accepted by the Commission, and we believe that your thought of filing a claim with the Secretary of State is a good idea as by so doing your client's claim will be protected for a period longer than six months following completion and acceptance of the contracts. You no doubt are familiar with the law and procedure in this case, but for your handy reference we have attached an excerpt from the Oregon Laws outlining the necessary procedure.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

R

JOHN N. MOHR
ATTORNEY AT LAW
HALL BUILDING
HOOD RIVER, OREGON
TELEPHONE 8811

CITY ATTORNEY

JOHN F. CUSHMAN

October 29, 1952

State Highway Commission
Salem, Oregon

Re: H & R Construction Company
Contracts #3631 and 3659 -
Second Street Overpasses,
Hood River, Oregon

Gentlemen:

Our client, Mr. Sam Ledbetter, who operates a ready-mix concrete business in Hood River, has advised us that payment has not been made for material and services furnished the above mentioned contracts during September, 1952. The amount due as of October 1st, 1952, was $1,298.85.

It is my understanding that the General Casualty Company, as the surety for the H & R Construction Company, has undertaken completion of contracts and, therefore, we can not understand the reason for delay in payment. Our client further advised us that copies of all invoices for material delivered and services furnished have been given your offices.

If you have any information, we would appreciate learning if there are any further complications in the performance of the contracts and if payment can be expected. In the alternative, we will find it necessary to file a claim with the Secretary of State against the contractor and surety company. Any aid or information you can give us will be greatly appreciated.

Very truly yours,

John F. Cushman
JOHN F. CUSHMAN

JFC:pb

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO
BY SECRETARY

[illegible]

RECEIVED

FOR FILE

AFI-1416

[illegible]

October 30, 1952

General Casualty Company of America
Board of Trade Building
Portland 4, Oregon

Attention: Edna M. Stewart

Gentlemen:

We have received a letter dated October 29 from John M. Mohr, an attorney whose address is Hall Building, Hood River, Oregon. He states that his client, Mr. Sam Ledbetter, has a claim against the H and R Construction Company in the sum of $1,298.85 for ready-mix materials and services furnished to the contractor on State Highway Contracts Nos. 3631 and 3659 for construction of the Second Street Overcrossings in Hood River. He states further that this material and service was furnished during September, 1952.

We provide this information as the General Casualty Company of America appears as surety on the performance bonds provided for Contracts Nos. 3631 and 3659.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]

cc - J. C. Finley General America Agency
Lincoln Building
Portland, Oregon

General Casualty Company of America
General Insurance Building
Seattle 5, Washington

H and R Construction Company
P. O. Box 66
Beaverton, Oregon

RECEIVED
FOR FILING

EF1-174(a)

file

BAXCO CORPORATION

WOOD PRESERVING
POLES - PILING - LUMBER
TIES - TIMBERS

PLANT
THE DALLES,
OREGON

OFFICE
541 PITTOCK BLOCK
PORTLAND 5, OREGON

October 28, 1952

File: F-753

NOTED
H. B. GLAISYER

Oregon State Highway Department
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen:

We wish to acknowledge receipt and thank you very much for the information given us in your letter of October 15, with respect to status of State Highway Contracts No. 3631 and 3659, H. & R. Construction Company.

Yours very truly,

BAXCO CORPORATION

Foster
Office Manager

HPFoster:eb

RECEIVED
OCT 29 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING
PFI-124(D)

October 28, 1952

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: M. McVay

Dear Sir:

This is to acknowledge your letter of October 27 to which was attached three copies each of two claims filed with your office by the Portland Wire and Iron Works against H and R Construction Company on State Highway Contract No. 3659 in the sum of $2,400.50 and against State Highway Contract No. 3631 in the sum of $4,908.

These claims bear your file Nos. 3351 and 3352 in the order listed above.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

October [illegible], 1952

Mr. [illegible] Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from C. A. Lomax, Portland Wire & Iron Works, 4644 S. E. Seventeenth Avenue, Portland, 2, Oregon and filed as of this date, a notice of claim by Portland Wire & Iron Works, for furnishing the bridge railing, catch basin grates and frames, [illegible] in the sum of $2,[illegible]0.50 against the bond taken from General Casualty Company of America, Agent: [illegible], Lincoln Building, Portland, Oregon, for the bond of [illegible] for the 2nd Street Overcrossing Bridge #7459, Oregon State Highway Contract #3859, Hood River, Oregon, ([illegible] Construction Company). Our File No. [illegible]1.

We have also received from C. A. Lomax at the same address, and filed as of this date, a notice of claim by Portland Wire & Iron Works, for furnishing the bridge railing, catch basin grates and frames, deck drains and structural steel rockers in the sum of $1,[illegible].00 against the bond taken from General Casualty Company of America, Agent: Frank [illegible] Stewart, Board of Trade Building, Portland, 4, Oregon, for the bond of [illegible] for the 2nd Street Overcrossing Bridge [illegible], Oregon State Highway Contract #3[illegible]31, Hood River, Oregon ([illegible] Construction Company). Our File No. 33[illegible]2.

We are enclosing three copies of the claims for your information and files.

Kindly acknowledge receipt of the notice for our records.

Very truly yours,

Earl T. Newbry
Secretary of State

M. McVay

By [illegible] Clerk
Filing Dept.

[illegible]
mcv.

7

RECEIVED
FOR FILING
BF1-174(16)
[illegible]

Mr Lewis

October 28, 1952

General Casualty Company of America
Edna M. Stewart, Agent
Board of Trade Building
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by the Portland Wire and Iron Works against H and R Construction Company for furnishing bridge handrail, catch basin grates and frames, deck drains and structural steel rockers in the sum of $4,908.00 for the construction of the Second Street Highway Overcrossing on the Columbia River Highway in Hood River, State Highway Contract No. 3631.

This information is furnished as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington
Attention: Surety Department

H and R Construction Company
P. O. Box 66
Beaverton, Oregon

POSTED ON CARD

[illegible]

[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
Portland 4, Oregon

23 October [illegible]

To: The Secretary of State
State of Oregon
Salem, Oregon

Notice hereby is given [illegible] Iron Works [illegible] [illegible], [illegible] [illegible] [illegible] the [illegible] company [illegible], [illegible] [illegible], Portland 4, Oregon, for [illegible] [illegible] Hood River, Oregon ([illegible]).

[illegible]

[illegible]
[illegible] By: ....
[illegible]
[illegible]

[illegible]
[illegible]
[illegible]
[illegible]

RECEIVED
FOR FILING

[illegible]

[illegible]

October 28, 1952

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: M. McVay

Dear Sir:

This is to acknowledge your letter of October 27 to which was attached three copies each of two claims filed with your office by the Portland Wire and Iron Works against H and R Construction Company on State Highway Contract No. 3659 in the sum of $2,400.50 and against State Highway Contract No. 3631 in the sum of $4,908.

These claims bear your file Nos. 3351 and 3352 in the order listed above.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

RECEIVED
FOR FILING
[illegible]

October 28, 1952

General Casualty Company of America
J.C. Finlay General America Agency
Lincoln Building
Portland, Oregon

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by Portland Wire and Iron Works against H and R Construction Company for furnishing bridge handrail, catch basin grates and frames, deck drains and downspout hangers in the amount of $2,400.50 for use on State Highway Contract No. 3659 for the Second Street Highway Overcrossing in Hood River on the Columbia River Highway.

We provide this information as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington
Attention: Surety Department

H and R Construction Company
P. O. Box 66
Beaverton, Oregon

[illegible]

[illegible]

[illegible]

[illegible]

[illegible] Oregon

[illegible]

[illegible]: [illegible]

[illegible] of Oregon

[illegible], Oregon

[illegible] Portland [illegible] bridge [illegible] against the bond [illegible] America, [illegible]: [illegible], Portland, Oregon, [illegible] contract [illegible], Hood River, [illegible]).

[illegible]

[illegible]

:...

[illegible]

[illegible], Portland [illegible]

[illegible]

LANCASTER 2195

PORTLAND WIRE & IRON WORKS

ESTABLISHED 1892

Steel and Wire Fabricators

FENCE AND WIRE DISTRIBUTORS

44 S. E. SEVENTEENTH AVENUE
PORTLAND 2, OREGON

23 October 1952

To: The Secretary of State
State of Oregon
Salem, Oregon

Notice hereby is given that the undersigned, Portland Wire & Iron Works, has a claim for furnishing the bridge handrail, catch basin grates and frames, deck drains and downspout hangers in the sum of $2,400.50 against the bond taken from General Casuality Company of America, Agent: J.C. Finlay, Lincoln Building, Portland, Oregon, for the work of installing the 2nd Street Overcrossing Bridge #7459, Oregon State Highway Contract #3659, Hood River, Oregon, (H & R Construction Company).

PORTLAND WIRE & IRON WORKS

Signed by:...M. E. Parker..............................
~~E. A. [illegible], [illegible] Mgr.~~
M.E. Parker, President

W. C. Williams

Plant
The Dalles,
Oregon

B A X C O   C O R P O R A T I O N

Wood Preserving
Poles - Piling - Lumber
Ties - Timbers

Office
541 Pittock Block
Portland 5, Oregon

File: F-692

NOTED
W. C. WILLIAMS

State of Oregon
Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Kindly refer to the contract and bond of H. & R. Enterprises, Beaverton, Oregon, for construction of two overcrossings on the Columbia River Highway at Hood River, Oregon, Federal Aid Project No. BFI-174(14) and BFI-174(16).

Our company supplied the pressure treated Douglas Fir piling for this work last March, for which $2,982.00 is still due us from the contractor on our invoices.

In order that we may protect our lien rights under the contractor's bond, it will be appreciated if you will give us the following information:

1. Name and address of bonding company.
2. Present status of the work and estimated date of completion.
3. Date last estimate was paid to the contractor.
4. Estimated date next estimate will be paid.

Thanking you for your cooperation, we are

Yours very truly,

BAXCO CORPORATION

/s/ H. P. Foster
Office Manager

HPFoster:eb

COPY

RECEIVED
FOR FILING

October 16, 1952

General Casualty Company of America
Edna M. Stewart, Agent
Board of Trade Building
Portland 4, Oregon

Gentlemen and Madam:

We have today received a letter from Baxco Corporation, 541 Pittock Block, Portland 5, in which they state that R and R Enterprises owe them $2,982 for pressure treated Douglas Fir piling furnished for the construction of two overcrossings on the Columbia River Highway at Hood River. Apparently, they refer to State Highway Contracts Nos. 3621 and 3652, awarded to the R and R Construction Company for construction of the Second Street Highway Overcrossings on the Columbia River Highway in Hood River.

This information is provided as the General Casualty Company of America appears as surety on the performance bonds furnished with the two contracts described above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible] 10-1

cc - General Casualty Company of America
General Insurance Building
Seattle 1, Washington
J. C. Finlay General America Agency
Lincoln Building
Portland, Oregon
R and R Construction Co.
P. O. Box 66
Beaverton, Oregon

NOTED ON CARD
10-16-52, S-P

RECEIVED
FOR FILING

October 15, 1952

Baxco Corporation
541 Pittock Block
Portland 5, Oregon

Attention: Mr. H. P. Foster

Gentlemen:

We have your letter of October 14 in which you state that H and R Construction Company owes your Corporation $2,982 for piling furnished to them on the Hood River jobs. These jobs are known in our records as State Highway Contracts Nos. 3631 and 3659 for the Second Street Overcrossings on the Columbia River Highway in Hood River.

The General Casualty Company of America appears as surety on both bonds, although the agent on Contract 3631 is Edna M. Stewart, Board of Trade Building, Portland 4, and the agent on Contract 3659 is J. C. Finlay, Lincoln Building, Portland.

The work on the two structures is approximately 90 percent complete, and it is estimated that the work will be done about November 1, 1952. Payments on both contracts are assigned to the surety, and the September estimates were mailed on September 29th and October 2nd. The October estimates will probably be in warrant stage about the last of October.

If you feel it necessary to protect your claim for a period longer than six months following completion of these contracts and acceptance by the Highway Commission, it might be well for you to file them with the Secretary of State. For your convenience, if you wish to prepare such a filing, we have attached excerpts from the Oregon Law outlining the necessary procedure.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

NOTED ON CARD
11-15-52, g C

BAXCO CORPORATION

WOOD PRESERVING
POLES - PILING - LUMBER
TIES - TIMBERS

PLANT
THE DALLES,
OREGON

OFFICE
541 PITTOCK BLOCK
PORTLAND 5, OREGON

October 14, 1952

File: F-692

State of Oregon
Oregon State Highway Commission
Salem, Oregon

[illegible]

Gentlemen:

Kindly refer to the contract and bond of H. & R. Enterprises, Beaverton, Oregon, for construction of two overcrossings on the Columbia River Highway at Hood River, Oregon, Federal Aid Project No. BFI-174(14) and BFI-174(16).

Our company supplied the pressure treated Douglas Fir piling for this work last March, for which $2,982.00 is still due us from the contractor on our invoices.

In order that we may protect our lien rights under the contractor's bond, it will be appreciated if you will give us the following information:

1. Name and address of bonding company.
2. Present status of the work and estimated date of completion.
3. Date last estimate was paid to the contractor.
4. Estimated date next estimate will be paid.

Thanking you for your cooperation, we are

Yours very truly,

BAXCO CORPORATION

H. P. Foster
Office Manager

HPFoster:eb

RECEIVED
OCT 15 1952
OREGON
STATE HIGHWAY COMMISSION

10-14-52, [illegible]

RECEIVED
FOR FILING

October 13, 1952

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: E. Libby

Dear Sir:

We acknowledge with thanks your letter of October 3 to which was attached three copies of a claim filed with your office by Standard Oil Company of California against H and R Construction Company. This claim, in the sum of $412.04, is for petroleum products furnished to the contractor on State Highway Contract No. 3659, your file No. 3347.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Oct. 3, 1952

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Koerner, Young, McColloch & Dezendorf, Attorneys, Portland, and filed as of this date a notice of claim by Standard Oil Company of California, for materials and supplies furnished in the sum of $412.04, against the bond taken from H & R Construction Co., Principal, and General Casualty Co., Surety, for construction of an over-crossing, Second Street Highway, Columbia River Highway in Hood River County, State Highway Contract No. 3659, our file No. 3347.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
SECRETARY OF STATE

By
Clerk
Filing Dept.

NF:M
Enc.

RECEIVED
OCT 6 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

October 13, 1952

General Casualty Company of America
J. C. Finlay General America Agency
Lincoln Building
Portland, Oregon

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by Standard Oil Company of California against H & R Construction Company. This claim, which is in the sum of $412.04 plus interest from June 1, 1952, is for petroleum products furnished to the contractor on State Highway Contract No. 3659 for the Second Street Highway Overcrossing in the City of Hood River.

We provide this information as your Company appears as surety on the performance bond furnished with the above-described contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington

H & R Construction Company
P. O. Box 66
Beaverton, Oregon

COPY

[illegible]

[illegible]
[illegible]
[illegible] Portland 7, Oregon [illegible] Building [illegible]
[illegible]
C. [illegible]
[illegible]
[illegible]
[illegible]

[illegible]

To the State of Oregon, acting by and through its [illegible] Commission:

Notice is hereby given that the undersigned, [illegible] Oil Company of California, a Delaware corporation, duly qualified to do business in the State of Oregon, has a claim for material, supplies, petroleum and related products, furnished and supplied to the [illegible] Construction Company, against the bond thereof, [illegible] Construction Company as principal and the General [illegible] Co. as surety, in connection with Contract No. [illegible] between the said construction company and the State of Oregon acting by and through its State Highway Commission relating to the construction of [illegible], Second Street [illegible], Columbia River Highway, in Hood River County, Oregon.

The said claim is in the sum of $[illegible].34, together with interest thereon at the rate of 6% per annum from June 1, 1952.

Dated this [illegible] day of September, 1952.

[illegible] OIL COMPANY OF CALIFORNIA

By [illegible]
[illegible]

[illegible]
File No. [illegible]47
Filed--October [illegible], 195[illegible]
[illegible]

RECEIVED
OCT 8 - 1952
FOR FILING

[illegible] 7, [illegible]

[illegible] Construction Co.
[illegible] Box 66
[illegible], Oregon

Gentlemen:

The State Highway Commission, at its meeting held on September 22, 1952, had under discussion your request for an extension of time of 30 days, from August 31 to September 30, 1952, within which to complete your contract No. 3631 covering Second Street Overcrossing at Hood River on the Columbia River Highway, Hood River County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Wm. [illegible] Chandler,
Division Engineer

Norman [illegible] Krehbial,
Resident Engineer

G. [illegible] Paxson,
Bridge Engineer

RECEIVED
FOR FILING

Mr. Lewis

October 3, 1952

General Casualty Company of America
J. C. Finlay General Insurance Agency
Board of Trade Building
Portland 4, Oregon

Gentlemen:

We have today received from Koerner, Young, McColloch and Dezendorf, attorneys at 800 Pacific Building, Portland 4, a claim in behalf of the Standard Oil Company of California against the H & R Construction Company on State Highway Contract No. 3659 for construction of the Second Street Highway Overcrossing in Hood River on the Columbia River Highway. The claim is for petroleum products furnished to the contractor in the sum of $412.04, plus interest at 6% from June 1, 1952.

We provide this information as the General Casualty Company of America appears as surety on the performance bond furnished with Contract No. 3659.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington
Attn: Surety Department

H & R Construction Co.
P. O. Box 66
Beaverton, Oregon

NOTED ON CARD

RECEIVED
FOR FILING

October 3, 1952

Koerner, Young, McColloch & Dezendorf
Attorneys at Law
800 Pacific Building
Portland 4, Oregon

Gentlemen:

This is to acknowledge receipt of a claim against H & R Construction Company on State Highway Contract No. 3659 in behalf of Standard Oil Company of California for petroleum products furnished to the contractor in the amount of $412.04, plus interest, in his operations on this job. This contract, which is for construction of the Second Street Highway Overcrossing in Hood River on the Columbia River Highway, has not yet been completed.

General Casualty Company of America through J. C. Finlay General Insurance Agency, Board of Trade Building, Portland 4, furnished the performance bond for this contract, which bond is given to assure satisfactory completion of the contract and payment of all bills in connection therewith.

If you feel that it is necessary to protect your client's claim for a period longer than six months following completion of the contract and acceptance by the Commission, it might be that you would wish to file the claim with the Secretary of State. Although your are undoubtedly familiar with the law in this instance, we are enclosing for your convenience an excerpt outlining the required procedure.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

NOTED ON CARD

KOERNER, YOUNG, McCOLLOCH & DEZENDORF
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND 4, OREGON
BEACON 8191

ANDREW KOERNER
CLARENCE J. YOUNG
FRANK C. McCOLLOCH
JAMES C. DEZENDORF
FRANK H. SPEARS
JOHN GORDON GEARIN
WILLIAM F. LUBERSKY
HARRY J. DeFRANCO
GEORGE B. CAMPBELL
EDWIN L. GRAHAM
JOHN P. BLEDSOE
JAMES D. TREDUP
HERBERT H. ANDERSON
OGLESBY H. YOUNG
JAMES H. CLARKE
WAYNE HILLIARD
JOSEPH LARKIN

DEY, HAMPSON & NELSON
1918 – 1943
HAMPSON, KOERNER, YOUNG & SWETT
1944 – 1947
KOERNER, YOUNG, SWETT & McCOLLOCH
1948 – 1950

October 1, 1952

REGISTERED MAIL,
RETURN RECEIPT REQUESTED

State Highway Commission,
Salem, Oregon.

Gentlemen:

We are transmitting herewith an executed counterpart of the Notice of Claim of Standard Oil Company of California against the bond given by the H & R Construction Company in connection with the contract of the State of Oregon, acting by and through its State Highway Commission, relating to the construction of an overcrossing on the Columbia River Highway in Hood River County, Oregon.

Very truly yours,

Koerner, Young, McColloch & Dezendorf

Enclosure

STANDARD OIL COMPANY OF CALIFORNIA

MARKETING DEPARTMENT
E. V. BURNS
DISTRICT MANAGER
G. H. MOORE
C. G. WOOD
ASSISTANT DISTRICT MANAGERS
F. J. WAYMIRE
ASSISTANT TO THE DISTRICT MANAGER

PORTLAND 7, OREGON

OFFICE
10TH FLOOR PACIFIC BLDG
520 S. W. YAMHILL STREET
P. O. BOX 950

NOTICE OF CLAIM AGAINST BOND

TO THE STATE OF OREGON, ACTING BY AND THROUGH THE OREGON STATE HIGHWAY COMMISSION:

Notice is hereby given that the undersigned, Standard Oil Company of California, a Delaware corporation, duly qualified to do business in the State of Oregon, has a claim for material, namely, petroleum and related products, furnished and supplied to the H & R Construction Company, against the bond taken from the said H & R Construction Company as principal and the General Casualty Co. as surety, in connection with Contract No. 3659 between the H & R Construction Company and the State of Oregon acting by and through its State Highway Commission relating to the construction of an overcrossing, Second Street Highway, Columbia River Highway, in Hood River County, Oregon.

The said claim is in the sum of $412.04, together with interest thereon at the rate of 6% per annum from June 1, 1952.

Dated this 29th day of September, 1952.

STANDARD OIL COMPANY OF CALIFORNIA

By ____________________
District Credit Manager

[illegible]

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FOR FILING

[illegible]

Mr Lewis

October 2, 1952

General Casualty Company of America
Edna M. Stewart, Agent
Board of Trade Building
Portland 4, Oregon

Gentlemen and Madam:

We have received a letter from Soule' Steel Company, 2630 N. W. St. Helens Road, Portland 10, advising that the H & R Construction is considrably in arrears in paying for reinforcing steel furnished on the Second Street Overcrossing structures in Hood River, bearing our Contract Nos. 3631 and 3632. The amount of payment due is not mentioned by the Steel Company.

This information is passed on to your Company inasmuch as it appears as the surety on the performance bond furnished with the contracts mentioned above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - J. C. Finlay General Insurance Agency
Board of Trade Building
Portland 4, Oregon

General Casualty Company of America
General Insurance Building
Seattle 5, Washington
Attn: Surety Department

H & R. Construction Co.
P. O. Box 66
Beaverton, Oregon

NOTED ON CARD
10-2-52 JC

RECEIVED
FOR FILING

[illegible]

59

[illegible]

October 2, 1952

Soule' Steel Company
2630 N. W. St. Helens Road
Portland 10, Oregon

Attention: Mr. W. T. Brownridge

Gentlemen:

This is in reply to your letter of September 29 requesting certain information concerning the Second Street Highway Overcrossing in Hood River, awarded to H & R Construction Company under our contracts, Nos. 3631 and 3659. A copy of your letter is being forwarded to Mr. G. S. Paxson, Bridge Engineer, whose department, we believe, can furnish you the information concerning final pay quantities for reinforcing steel.

As of the estimate of September 5, 1952, there had been paid on Contract No. 3631 the sum of $57,458.86, and on Contract No. 3659 the sum of $24,500.70. The amount payable for the month ending September 5 on Contract 3631 amounted to $5,994 and on Contract No. 3659 the sum of $8,526.90. Both of these payments have, no doubt, been received at this date. The amount retained as of September 5 on Contract 3631 is $5,660.14 and on Contract 3659 amounted to $3,137.40.

The estimated date of completion on both projects is September 30, 1952.

Release of final payment is never made until the contract has been completed and accepted by the Commission. Also, final payment is not usually made until we have been advised satisfactory settlement has been made concerning legitimate claims filed against the contract.

If you feel that it is advisable to protect your claim for a period longer than six months following completion of the contract and acceptance by the Commission, it might be well to file your claims with the Secretary of State. If you wish to do so, we have attached an excerpt from the Oregon Laws outlining the necessary procedure.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

NOTED ON CARD
10-2-52

FAQ:md
Attach.

cc - Mr. G. S. Paxson

SAN FRANCISCO
LOS ANGELES
HOUSTON
SEATTLE

TELEPHONE
BEACON 5154

STEELINE SS CO PRODUCTS

SOULÉ STEEL COMPANY

STEELINE PRODUCTS
2630 N. W. ST. HELENS ROAD
PORTLAND 10, OREGON

September 29, 1952

3631
3659

SECRETARY

Oregon State Highway Commission
Salem, Oregon

ATTN: Mr. H.B. Glaisyer

RE: H & R Construction Co. - Second Street Overcrossing
Hood River, Oregon - Our PR-8963
And
Second Street Overcrossing - Hood River, Oregon
Our PR-8938

Dear Mr. Glaisyer:

We have completed the installation of reinforcing steel for the above Contractor on both parts of this job which is perhaps combined under your Contract #3631.

So that we may complete our records, and render final billing to the Contractor and General Casualty Company, who have an assignment on the Contractors funds, we will appreciate receiving from you, the final pay quanities for the items of reinforcing steel, including any of this item used in handrail.

We would also appreciate having information as to the amount of money paid to date by you on this job, and when the next estimate will be released, as this Contractor is considerably in arrears in his account with us.

Kindly inform us the date of formal acceptance and release of retentions and amount of retention withheld by the State so that we will know how and when to proceed to best protect our interests in this matter.

Thank you for your help in these matters.

Very truly yours,

SOULÉ STEEL COMPANY

W.T. Brownridge

WTB:lw

9-29-52, j

[illegible]

	contract	
	3631	3659
Amount paid contractor prior to last estimate	57,458 ^{86}	24,500 ^{70}
" " on last estimate dated	9-5-52 9-22-52 5,994 ^{00}	9-5-52 9-15-22 7,526 ^{90}
Am't of retained % as of last estimate Voucher #	5,660 ^{14} (7½%)	3,137 ^{40} (7½%)
Estimated date of completion	9-30-52	9-30-52

RECEIVED
FOR FILING

September 2, 1952

Request for extension of time
No. 12
September 22 and 23 meeting

State Highway Commission

Gentlemen:

Re: Second Street Overcrossing
in Hood River
Contract No. 3631
H & R Construction Company, Contractor

Herewith a request from the H & R Construction Company, contractor for the Second Street Overcrossing of the Columbia River Highway in Hood River County, for an extension of time in the amount of thirty days, from August 31, 1952 to September 30, 1952, in order to complete their work on this project.

Before work on this project could start, it was necessary that the railroad company move a water tank and do other work. This water tank moving was delayed for some time preventing the project from being completed on the completion date. It is recommended that the extension be granted without penalty to the contractor. Attached is the concurrence of the Bureau of Public Roads in this extension.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

GSP:cb

RECEIVED
AUG 27 1952
FOR FILING

Mrs Lewis

Salem, Oregon
August 25, 1952

Garnishment of Funds
re H & R Construction Company
Contracts Nos. 3631 and 3659

Mr. Maison

This note is to confirm the information given you over the telephone Friday of last week to the effect that it is satisfactory to release monies due H & R Construction Company as they become due and payable to this company for work performed under Contracts Nos. 3631 and 3659, notwithstanding the garnishment filed last week by Lloyd M. Dent of Hood River.

The Legal Department has ruled that there are no funds due or payable to H & R Construction Company in connection with these jobs in view of the assignment given by that company to the General Casualty Company of America, Surety on the bond furnished by the H & R Construction Company in connection with these jobs.

Secretary

HBG:ehr

cc Floyd Query

NOTED ON CARD

RECEIVED
AUG 27 1952
FOR FILING

Query
am Lewis

August 25, 1952

Mr. Donald E. Spickard
General Casualty Company of America
Seattle, Washington

Dear Mr. Spickard:

Acknowledgement is made of your letter of August 22 regarding the garnishment filed by Mr. Lloyd M. Dent in the Circuit Court of Hood River County against the proceeds of H & R Construction Company contract with the Oregon State Highway Commission for bridge construction at Hood River, Oregon, Contracts Nos. 3631 and 3659.

I referred the garnishment to our Legal Department which has ruled, subsequent to my telephone conversation with your Portland office, that there are no funds due or payable to H & R Construction Company in connection with these jobs in view of the assignment they gave to the General Casualty Company of America of all monies due them in connection therewith. In view of this ruling, I have instructed our auditor to release payments to H & R Construction Company as they become due. The warrants, as usual, will be made payable to H & R Construction Company, assigned to the General Casualty Company.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ehr

cc: General Casualty Company of America
209 S. W. 4th Avenue
Portland, Oregon

Attention: Mr. A. L. Tebault

NOTED ON CARD

Soule Steel Company

AIR MAIL

H K DENT
PRESIDENT

GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE CO. OF AMERICA
GENERAL CASUALTY COMPANY OF AMERICA

HOME OFFICES – SEATTLE, WASHINGTON

August 22, 1952

ANSWERED
H. B. GLAISYER

Oregon State Highway Department
Salem, Oregon

Attention Mr. H. B. Glaisyer, Secretary

Gentlemen:

State Highway Commission Contract Nos. 3631 & 3659
H & R Construction Company, Contractor
Our File 2-98922

Our Portland Office has advised us of a garnishment filed by a Mr. Lloyd M. Dent in the Circuit Court for Hood River County against the proceeds of the contract between you and H & R Construction Company.

As you know, all the monies under this contract were assigned to the General Casualty Company of America on May 26, 1952, and for that reason there are no funds or property in the custody of the State Highway Commission belonging to H & R Construction Company or its partners.

Our Portland Office advises us that you have declined to release the presently due payments to us pending the disposition of this garnishment. However, if you do withhold this money it will be a source of considerable inconvenience to us and to the future progress of the job. Already, at least one subcontractor has announced his intention to abandon his work until this situation is cleared up. We are endeavoring, however, to convince him that he is safe in continuing.

Accordingly, we feel it imperative that the matter be disposed of and the funds released to us at the earliest possible opportunity. We earnestly solicit your cooperation in obtaining this result.

Very truly yours,

Donald E. Spickard

Donald E. Spickard
ta

Legal Department

AIR MAIL

RECEIVED
AUG 27 1952
FOR FILING

Con. 74

Mrs Lewis

Salem, Oregon
August 25, 1952

Garnishment of Funds
re H & R Construction Company
Contracts Nos. 3631 and 3659

Mr. Maison

This note is to confirm the information given you over the telephone Friday of last week to the effect that it is satisfactory to release monies due H & R Construction Company as they become due and payable to this company for work performed under Contracts Nos. 3631 and 3659, notwithstanding the garnishment filed last week by Lloyd M. Dent of Hood River.

The Legal Department has ruled that there are no funds due or payable to H & R Construction Company in connection with these jobs in view of the assignment given by that company to the General Casualty Company of America, Surety on the bond furnished by the H & R Construction Company in connection with these jobs.

Secretary

HBG:shr

cc Floyd Query

NOTED ON CARD

RECEIVED
AUG [illegible] 1952
FOR FILING

Mrs Lewis

August 25, 1952

Mr. Donald E. Spickard
General Casualty Company of America
Seattle, Washington

Dear Mr. Spickard:

Acknowledgement is made of your letter of August 22 regarding the garnishment filed by Mr. Lloyd M. Dent in the Circuit Court of Hood River County against the proceeds of H & R Construction Company contract with the Oregon State Highway Commission for bridge construction at Hood River, Oregon, Contracts Nos. 3631 and 3659.

I referred the garnishment to our Legal Department which has ruled, subsequent to my telephone conversation with your Portland office, that there are no funds due or payable to H & R Construction Company in connection with these jobs in view of the assignment they gave to the General Casualty Company of America of all monies due them in vonnection therewith. In view of this ruling, I have instructed our auditor to release payments to H & R Construction Company as them become due. The warrants, as usual, will be made payable to H & R. Construction Company, assigned to the General Casualty Company.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ehr

RECEIVED FOR FILING

Salem, Oregon
August 21, 1952

Mr. C. W. Enfield
Chief Counsel
Building

Dear Mr. Enfield:

Attached hereto is Notice of Garnishment No. 3876 in the Circuit Court of Oregon, County of Hood River. This paper was served in this office at 9:30 a.m., standard time, August 21, 1952, the plaintiff being Lloyd M. Dent and the defendant, the H & R Construction Company.

The garnishment which is in the sum of $5,479.80 may pertain to the funds due the H & R Construction Company under Contracts Nos. 3659 and 3631, although the contracts are not mentioned in the garnishment papers.

For your information, an assignment of claim of all moneys due or to become due was issued to the General Casualty Company of America on May 26, 1952. This Company furnished the performance bond with each of the above-mentioned contracts.

Very truly yours

Secretary

FAQ:md
Attach.

cc - C. H. Maison

Please hold up further payments on both of the above contracts pending advice from Mr. Enfield re the status of this garnishment.

NOTED ON CARD
8-21-52, JC

RECEIVED
FOR FILING

Salem, Oregon
August 21, 1952

Mr. C. W. Enfield
Chief Counsel
Building

Dear Mr. Enfield:

Attached hereto is Notice of Garnishment No. 3876 in the Circuit Court of Oregon, County of Hood River. This paper was served in this office at 9:30 a.m., standard time, August 21, 1952, the plaintiff being Lloyd M. Dent and the defendant, the H & R Construction Company.

The garnishment which is in the sum of $5,479.80 may pertain to the funds due the H & R Construction Company under Contracts Nos. 3659 and 3631, although the contracts are not mentioned in the garnishment papers.

For your information, an assignment of claim of all moneys due or to become due was issued to the General Casualty Company of America on May 26, 1952. This Company furnished the performance bond with each of the above-mentioned contracts.

Very truly yours

Secretary

FA:md
Attach.

cc - C. H. Maison

[illegible]

NOTED ON CARD
8-21-52 jC

RECEIVED
JUN [illegible] 1952
FOR FILING

Mrs Lewis

June 13, 1952

Vadare Construction Company
1002 S. E. Rex Street
Portland 2, Oregon

Attention: Mr. E. F. Philpott

Gentlemen:

Reply is made to your letter of June 10, 1952 regarding your claim against H & R Construction Company for lumber furnished in connection with its contracts with the State Highway Commission at Hood River for a railroad overcrossing and a highway underpass.

The contracts to which you refer are State Highway Contracts No. 3631 for construction of the Second Street Overcrossing of the Union Pacific main line tracks, spur track, and passing track in Hood River, and Contract No. 3659 for the viaduct over the new alignment of the Columbia River Highway on the Second Street Connection in Hood River.

The General Casualty Company of America wrote the bond on each of these contracts. Their local offices are at 209 S. W. 4th Avenue, Portland, Oregon.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:jmc

NOTED ON CARD
6-13-52 gk

Mrs Lewis

June 11, 1952

Kuckenberg Construction Company, Inc.
P. O. Box 7407
11104 N. E. Holman Street
Portland 20, Oregon

Attention Mr. Henry Kuckenberg, President

Gentlemen:

In your letter of June 4, 1952, directed to the Oregon State Highway Commission, attention Mr. W. C. Williams, you inquired concerning payments to H and R Construction Company in connection with its contracts with this Commission for highway construction at Hood River. I advise as follows:

H and R Construction Company were awarded two contracts, one being Contract No. 3631 for construction of the Second Street Overcrossing of the Union Pacific main line tracks, spur track, and passing track in Hood River; the other being Contract No. 3659 for the viaduct over the new alignment of the Columbia River Highway on the Second Street Connection in Hood River. In connection with Contract No. 3631, two payments have been released, one in the amount of $1,998.00 warrant mailed March 25, 1952, and the other in the amount of $9,462.24, warrant mailed April 28, 1952. This latter payment was assigned to Mr. Murrell Bennett. There is now in the process of payment a third estimate amounting to $10,6[illegible]7.66. The warrant is being mailed today to the General Casualty Company, assignee, 409 S. W. Fourth Avenue, Portland. Estimate No. 5 for work accomplished during the month ending June 5, 1952, in the amount of $[illegible],3[illegible]8.4[illegible], has just been received in this office. This payment also is assigned to the General Casualty Company.

actually mailed 6/12/52

With respect to Contract No. 3659 only one payment has been made, it being in the amount of $[illegible],77[illegible].[illegible]8. It was assigned to Mr Murrell Bennett and the warrant was mailed to him on April 28, 1952. And an additional voucher is being processed in the amount of $6,763.93, the warrant for which is being mailed today to the General Casualty Company, assignee. The estimate for work performed during the month ending June 5, 1952 in the amount of $3,643.66 is now being effected in this office. All payments in connection with this operation have been assigned to the General Casualty Company.

actually mailed 6/12/52

Kuckenberg Construction Co. June 11, 1952

The local agent for the General Casualty Company in connection with Contract No. 3631 is Edna M. Stewart, Board of Trade Building, Portland 4, and the agent for the General Casualty Company in connection with Contract No. 3659 is J. C. Finlay, General Insurance Agent, Board of Trade Building, Portland 4.

We are making a record of your claim but would like to know definitely which of the two jobs it concerns. I would also suggest that you file notice of your claim with the Secretary of State in conformity with the provisions of statutes governing such matters. I enclose excerpts from the laws pertaining thereto. By filing with the Secretary of State, the bond company ishheld responsible and liable for the claim for a period longer than sixmmonths following acceptance of the project by the State Highway Commission. Otherwise the surety is relieved of responsibility after the six-month period has expired.

I trust that I have given you the information that you desire.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ehr

cc Floyd Query

Enclosure

NOTED ON CARD
6-11-[illegible]

VADARE CONSTRUCTION COMPANY
1002 S. E. REX ST.
PORTLAND 2, OREGON

June 10, 1952

3631
3659

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We sold the H & R Construction Company of Beaverton a quantity of used lumber for falsework for the Railroad overcrossing and the Highway overpass at Hood River, Oregon. The agreed price was $\$500^{\underline{00}}$ for which E. J. Philpott, a partner in VaDare Construction, received a check which to present has been returned. N.S.F.

It is requested that we be furnished the name of the Surety Company furnishing bonds, and the contract numbers for these two jobs so that we may properly file a claim.

Respectfully yours
VaDare Construction Co.
By E. J. Philpott

RECEIVED

ANSWERED
H B GLAISYER
6-11-52

KUCKENBERG CONSTRUCTION CO.

GENERAL CONTRACTORS

P. O. BOX 7407
11104 NORTHEAST HOLMAN STREET

Bus. Phone:
KEnwood 7533

PORTLAND 20, OREGON

June 4, 1952.

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. W. C. Williams
Assistant Hwy Engineer.

Gentlemen:

The H & R Construction Company, P.O.Box 66, Beaverton, Oregon owe us $4,226.71 for rental of equipment, etc., which was used on their Hood River Contract during the months of March and April in 1952.

They advise us that their estimates have not been paid and as soon as their check comes in, they will take care of this account.

ANSWERED
H. B. GLAISTER

We would appreciate knowing whether or not they have received estimates regularly and when the last one was mailed. Thanking you for this information.

Very truly yours,

KUCKENBERG CONSTRUCTION COMPANY INC.

Henry Kuckenberg
Henry Kuckenberg, President.

[illegible] 3631
3659

HK:gl

vou
3631 - 4754
7715
8640
not received

vou
3659 - 7716
8646
not received

RECEIVED

2nd [illegible] O'lay in [illegible] [illegible] 2nd [illegible] Hwy Oiling in Hood River
11-4-52, gl

June 3, 1952

H and R Construction Company
P. O. Box66
Beaverton, Oregon

Attention Mr. C. R. Peters, Bookkeeper

Gentlemen:

This acknowledges your letters of May 26 and May 29, 1952, transmitting assignments of funds now owing or hereafter to become owing to you from the State Highway Commission in connection with State Highway Contracts Nos. 3631 and 3659. The assignments, which are dated May 26, 1952, are in favor of the General Casualty Company, surety on the bond furnished by you in connection with these jobs.

I also acknowledge receipt of a letter from Mr. Murrell Bennett, dated May 23, 1952, advising that his prior assignment of the funds in connection with the two above-mentioned contracts has been satisfied and that he has no further interest in the monies earned by H and R. Construction Company arising out of these two contracts.

The assignments and Mr. Bennett's letter appear to be in proper form, and we accordingly are honoring both. Instructions are today being given to our auditor to prepare future vouchers in connection with highway contracts Nos. 3659 and 3631 in conformity with the terms of the assignments.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ehr

cc Accounting Department (2)
Floyd Query (2)

NOTED ON CARD

June 3, 1952

H and R Construction Company
P. O. Box66
Beaverton, Oregon

Attention Mr. C. R. Peters, Bookkeeper

Gentlemen:

This acknowledges your letters of May 26 and May 29, 1952, transmitting assignments of funds now owing or hereafter to become owing to you from the State Highway Commission in connection with State Highway Contracts Nos. 3631 and 3659. The assignments, which are dated May 26, 1952, are in favor of the General Casualty Company, surety on the bond furnished by you in connection with these jobs.

I also acknowledge receipt of a letter from Mr. Murrell Bennett, dated May 23, 1952, advising that his prior assignment of the funds in connection with the two above-mentioned contracts has been satisfied and that he has no further interest in the monies earned by H and R. Construction Company arising out of these two contracts.

The assignments and Mr. Bennett's letter appear to be in proper form, and we accordingly are honoring both. Instructions are today being given to our auditor to prepare future vouchers in connection with highway contracts Nos. 3659 and 3631 in conformity with the terms of the assignments.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ehr

cc Accounting Department (2)
Floyd Query (2)

NOTED ON CARD
6-3-52

Salem, Oregon
June 3, 1952

ASSIGNMENTS

Mr. C. H. Maison

I hand you herewith a copy of a letter received from Mr. Murrell Bennett advising that the assignment of funds given him by H and R Construction Company in connection with State Highway Contracts Nos. 3659 and 3631 have been satisfied. In view of this letter, the assignment is cancelled and is of no further force and effect. Mr. Bennett's letter is dated May 23, 1952.

I also hand you herewith a new assignment dated May 26, 1952 of the funds arising out of the above-mentioned contracts. This assignment is for all monies now due or hereafter to become due H and R Construction Company in connection with the contracts mentioned above and is in favor of the General Casualty Company, surety on the bond furnished by H and R Construction Company in connection with said jobs. This assignment is for your information and for your delivery to the Secretary of State in conformity with the usual practice. You will also hand the Secretary of State a copy of Mr. Bennett's letter cancelling the previous assignment.

It ~~was~~ my understanding that there is now due and payable to H and R Construction Company the sum of $6,763.93 for work performed under Estimate No. 2 in con nection with Contract No. 3659 and that there is due and payable to the H and R Construction Company for work performed under Estimate No. 3 on Contract No. 3631 the sum of $10,617.66. Both of these payments have been assigned to the General Casualty Company. Executed assignments to be attached to the respective vouchers have been furnished and are handed you herewith.

Briefly the assignment~~s~~ heretofore given by H and R Construction Company to Murrell Bennett has been satisfied and is cancelled. A new assignment has been given to the General Casualty Company and should be honored in preparation of future estimate vouchers in connection with the above-mentioned contracts.

NOTED ON CARD
6-3-55

Secretary

cc Floyd Query

Mr. Query: I hand you herewith the original of the blanket assignment mentioned in the above letter. This should be recorded on the cards of both contracts and should be attached to either one of the above-mentioned contracts and a copy of the same attached to the other.

I also hand you the original letter from Mr. Bennett cancelling the previous assignment. This should be attached in one of the contracts and a copy of it in the other.

EIVED
JUN 5 1952
FOR FILING

[illegible]

3651

Salem, Oregon
June 3, 1952

ASSIGNMENTS

Mr. C. H. Maison

I hand you herewith a copy of a letter received from Mr. Murrell Bennett advising that the assignment of funds given him by H and R Construction Company in connection with State Highway Contracts Nos. 3659 and 3631 have been satisfied. In view of this letter, the assignment is cancelled and is of no further force and effect. Mr. Bennett's letter is dated May 23, 1952.

I also hand you herewith a new assignment dated May 26, 1952 of the funds arising out of the above-mentioned contracts. This assignment is for all monies now due or hereafter to become due H and R Construction Company in connection with the contracts mentioned above and is in favor of the General Casualty Company, surety on the bond furnished by H and R. Construction Company in comnection with said jobs. This assignment is for your information and for your delivery to the Secretary of State in conformity with the usual practice, You will also hand the Secretary of State a copy of Mr. Bennett's letter cancelling the previous assignment.

It was my understanding that there is now due and payable to H and R Construction Company the sum of $6,763.93 for work performed under Estimate No. 2 in connection with Contract No. 3659 and that there is due and payable to the H and R Construction Company for work performed under Estimate No. 3 on Contract No. 3631 the sum of $10,617.66. Both of these payments have been assigned to the General Casualty Company. Executed assignments to be attached to the respective vouchers have been furnished and are handed you herewith.

Briefly the assignments hereto fore given by H and R Construction Company to Murrell Bennett has been satisfied and is cancelled. A new assignment has been given to the General Casualty Company and should be honored in preparation of future estimate vouchers in connection with the above-mentioned contracts.

Secretary

cc Floyd Query

Mr. Query: I hand you herewith the original of the blanket assignment mentioned in the above letter. This should be recorded on the cards of both contracts and should be attached to either one of the above-mentioned contracts and a copy of the same attached to the other.

I also hand you the original letter from Mr. Bennett cancelling the previous assignment. This should be attached in one of the contracts and a copy of it in the other.

NOTED ON CARD

6-3-52,

H & R ENTERPRISES
CONSTRUCTION DIVISION

Designers
Engineers
Builders

PORTLAND, ORE.
AT 1200
☆
BEAVERTON, ORE.
4-4158
P O BOX 66

May 29, 1952

Oregon State Highway Department
Salem, Oregon

Attention Mr. H. B. Glaisyer
Secretary

Gentlemen:

Enclosed is signed copy of blanket assignment to the General Casualty Company, 209 S. W. 4th Ave. Portland, Oregon, and believe it is as outlined in our telephone conversation of this date.

Yours very truly
H. & R. Construction Company

By C.R. Peters
Bookkeeper

RECEIVED
[illegible] 1952
OREGON
STATE HIGHWAY COMMISSION

NOTED
H. B. GLAISYER

[illegible]
6-29-52.

Salem, Oregon
May 28, 1952

Mr. C. W. Enfield
Chief Counsel
Building

Dear Mr. Enfield:

Attached hereto is a garnishment and a writ of attachment served in this office at 9:45 a.m., May 28, 1952. These papers have been made out against H. & R. Construction Company who hold state highway contracts No. 3631 and No. 3659.

In connection with this matter there was received in this office on May 27 three assignments of claim by the H. & R. Construction Company in favor of the General Casualty Company who provided the performance bonds for the abovementioned contracts. These assignments are for monies due or to become due on contracts No. 3631 and No. 3659. With the assignments we also received a letter from Mr. Murrell Bennett in which he states that an assignment of claim previously made in his favor by H. & R. Construction Company on these contracts has been satisfied.

Very truly yours

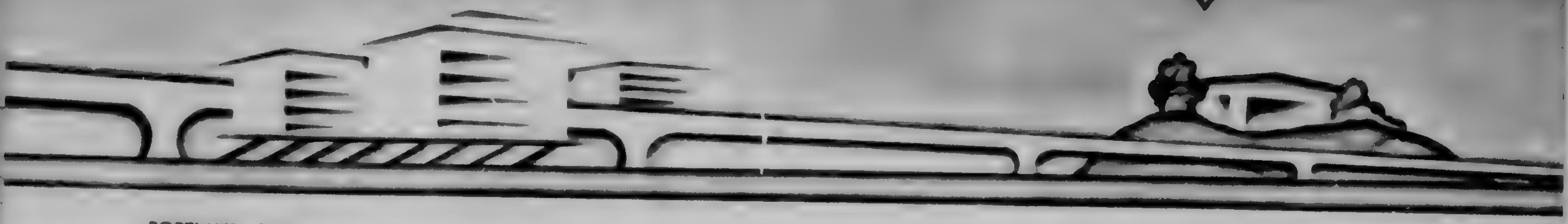
Secretary

FAQ:md
Attach.

cc - Mr. C. H. Maison

H & R ENTERPRISES
CONSTRUCTION DIVISION

Designers
Engineers
Builders



PORTLAND, ORE.
AT 1200
☆
BEAVERTON, ORE.
4-4158
P O BOX 66

May 26, 1952

Oregon State Highway Department;
Salem, Oregon

Gentlemen:

Enclosed herewith are properly executed assignments of claim to the General Casualty Company, 209 S.W. Fourth Avenue, Portland, Oregon. Also release of assignment of claim signed by Mr. Murrell Bennett, is enclosed.

Yours very truly
H. & R. Construction Company

By C R Peters
Bookkeeper.

NOTED
H. E. [illegible]

[illegible]

FOR WASHINGTON COUNTY.

H. J. Delaney, doing business as
U. S. Protective Service

Plaintiff,

vs.

John Doe Huddleston, C. E. Rogers and Richard Roe, individually and as co-partners, doing business under the assumed name of H. & R. Construction Co.

Defendant

Case No. 16786

ANSWER TO WRIT OF ATTACHMENT

STATE OF OREGON,)
) ss.
COUNTY OF MARION.)

I, H. B. Glaisyer, hereby certify that I am the duly appointed, qualified, and acting secretary of the Oregon State Highway Commission, and that as such secretary I have in my custody and control all the papers, records, documents, and books of account of the State Highway Commission.

I further certify according to the books and records of the State Highway Commission, as follows:

I

That Earl M. Huddleston and Charles E. Roger, co-partners, doing business under the firm name and style of H. & R. Contruction Co., entered into two contracts with the State Highway Commission, the first on or about February 1, 1952, which said contract is designated and known as contract no. 3631 and the second, on or about March 13, 1952, which said contract is designated and known as contract no. 3659 and thereafter, on or about February 1, 1952 and March 23, 1952, respectively, as to contract no. 3631 and contract no. 3659, the said Earl M. Huddleston and Charles E. Roger, co-partners, doing business under the firm name and style of H. & R. Construction Co., filed their contractor's bond as required under Subsection (25) of Section 100-115 O.C.L.A. with the said contractor as principal and the General Casualty Company of America, as surety, jointly and severally binding themselves, their heirs, executors, administrators, and assigns, unto the State of Oregon as provided in said statute;

II

That on May 26, 1952, the defendant, H. & R. Construction Co., assigned to the General Casualty Company of America all monies due or to become due in connection with State Highway contracts numbered 3631 and 3659;

III

That on May 28, 1952, there were no funds or property in the custody of the State Highway Commission belonging to the defendants, John Doe Huddleston, C. E. Roger and Richard Roe, individually, and as co-partners, doing business under the assumed name of H. & R. Construction Co.

Dated June 2, 1952

Secretary of the Oregon State Highway Commission

N THE CIRCUIT COURT OF THE ST OF OREGON
FOR WASHINGTON COUN

H. J. Delaney, doing business as
U. S. Protective Service

Plaintiff,

vs.

John Doe Huddleston, C. E. Rogers and Richard Roe, individually and as co-partners, doing business under the assumed name of H. & R. Construction Co.

Defendant

Case No. 16786

ANSWER TO WRIT OF ATTACHMENT

STATE OF OREGON,)
) ss.
COUNTY OF MARION.)

I, H. B. Glaisyer, hereby certify that I am the duly appointed, qualified, and acting secretary of the Oregon State Highway Commission, and that as such secretary I have in my custody and control all the papers, records, documents, and books of account of the State Highway Commission.

I further certify according to the books and records of the State Highway Commission, as follows:

I

That Earl M. Huddleston and Charles E. Roger, co-partners, doing business under the firm name and style of H. & R. Contruction Co., entered into two contracts with the State Highway Commission, the first on or about February 1, 1952, which said contract is designated and known as contract no. 3631 and the second, on or about March 13, 1952, which said contract is designated and known as contract no. 3659 and thereafter, on or about February 1, 1952 and March 23, 1952, respectively, as to contract no. 3631 and contract no. 3659, the said Earl M. Huddleston and Charles E. Roger, co-partners, doing business under the firm name and style of H. & R. Construction Co., filed their contractor's bond as required under Subsection (25) of Section 100-115 O.C.L.A. with the said contractor as principal and the General Casualty Company of America, as surety, jointly and severally binding themselves, their heirs, executors, administrators, and assigns, unto the State of Oregon as provided in said statute;

II

That on May 26, 1952, the defendant, H. & R. Construction Co., assigned to the General Casualty Company of America all monies due or to become due in connection with State Highway contracts numbered 3631 and 3659;

III

That on May 28, 1952, there were no funds or property in the custody of the State Highway Commission belonging to the defendants, John Doe Huddleston, C. E. Roger and Richard Roe, individually, and as co-partners, doing business under the assumed name of H. & R. Construction Co.

Dated June 2, 1952

Status of

H&R Constrn. Co.

2 Hoodlines Contracts as of 6-11-52

		Amount	check mailed
Contract 3631	vou 4754	1998.10	3-25-52
	7715 (assigned to Bennet)	9462.24	4-28-52
	8640	10,617.66	warrant in Secty of State office
	est for 6-5	12,378.42	est. came in 6/11
Contract 3659	vou 7716 (assigned to Bennett)	2771.28	4-28-52
	vou 8646	6763.93	warrant in Secty of State office
	est to 6-5, current est. not yet received	3643.66	

Contract # 3659

March 13, 1952

Earl M. Huddleston and Charles E Rogers, co-partners db under the firm name and style of H & R Construction Co.

Bond March 28, 1952

Bond filed with General Casualty Company of America — surety

Contract 3631

name — same
contract dated Feb 1, 1952

Bond Feb 1, 1952

surety — same

o. 69—GARNISHMENT.

In the CIRCUIT Court
OF THE STATE OF OREGON
FOR THE COUNTY OF WASHINGTON

H. J. DELANEY, doing business as
U. S. PROTECTIVE SERVICE
Plaintiff

vs.

JOHN DOE HUDDLESTON, C. E. ROGERS and RICHARD ROE, Individually and as co-partners doing business under the assumed name of H. & R. CONSTRUCTION CO.
Defendants

NOTICE OF GARNISHMENT

[illegible] 9:45 AM
May 28, 195
[illegible]

To THE STATE OF OREGON and HIGHWAY DEPARTMENT
COMMISSIONER OF HIGHWAYS of the STATE OF OREGON

YOU ARE HEREBY NOTIFIED, *That by virtue of a writ of* attachment *issued out of said Court in the above entitled action, to me directed (a certified copy of which is herewith served upon you), all debts, property, moneys, rights, dues or credits of every nature, in your hands or under your control, and especially a certain* debt owing by said garnishees to the defendants or either or all of them for highway, bridge or other construction work performed by the defendants or either or all of them in the building or construction of bridges on highways or on highways *belonging or owing to said* defendants *or* .... *or either of them, are hereby* attached *and garnisheed, and you are hereby required to furnish forthwith a written statement of all such property or credits.*

May 27, 1952

DENVER YOUNG
Sheriff ~~Constable~~ MARION County.
By E J Boust Deputy.

STATE OF OREGON,
County of .... } ss.

To .... Sheriff. Constable.

I HEREBY CERTIFY, That I have this day the following property in my possession and under my control belonging to the within named defendant......, to-wit:

Dated........................, 19......

In the CIRCUIT Court

OF THE STATE OF OREGON
FOR THE COUNTY OF WASHINGTON

H. J. DELANEY, dba
U. S. PROTECTIVE SERVICE
Plaintiff

vs.

JOHN DOE HUDDLESTON
et. al dba.
H. & R. CONSTRUCTION CO.
*Defendant*S

GARNISHMENT

(FORM No. 69)

Filed ...., 19......

.... *Clerk*

By .... *Deputy.*

5112 STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

ELL H. ROSTON
Attorney for Plaintiff,
718 Am. Bank Bldg.
Portland, Ore.

No. 48—WRIT OF ATTACHMENT ... and Return.

In the Circuit Court o

for the County of

H. J. DELANEY, doing busine
U. S. PROTECTIVE SERVICE

vs.

ESTON,

No. 48—WRIT OF ATTACHMENT—[illegible] and Return.

In the Circuit Court of the State of Oregon

for the County of **WASHINGTON**

H. J. DELANEY, doing business as U. S. PROTECTIVE SERVICE *Plaintiff* *vs.* JOHN DOE HUDDLESTON, C. E. ROGERS AND RICHARD ROE, Individually and as co-partners doing business under the assumed name of H. & R. CONSTRUCTION CO. *Defendants*	No. 16786 **Writ of Attachment**

Rec'd 9:45 AM May 28, 1952

TO THE SHERIFF OF THE COUNTY OF MARION *GREETING:*

WHEREAS, the above entitled action was commenced in the Circuit Court of the State of Oregon, for the County of WASHINGTON *by the plaintiff in the said action, to recover from the defendants in the said action the sum of* $3500.00 *Dollars, lawful money of the United States, besides interest at the rate of* 6 *per cent. per* annum *from the* 26th *day of* April *, 19*52*, and*

and costs of suit and the necessary affidavit and undertaking herein having been filed as required by law.

*NOW, THEREFORE, IN THE NAME OF THE STATE OF OREGON, you are hereby commanded and required that you attach and safely keep all the property of the said defendant*s and each of them *within your said County, not exempt from execution, or so much thereof as may be sufficient to satisfy said plaintiff's demand, namely: the said sum of* $3500.00 *Dollars, lawful money of the United States, besides interest at the rate of* 6 *per cent. per* annum *from the* 26th *day of* April *, 19*52*, and* *and costs and expenses of the action, and of this writ make legal service and due return to me.*

WITNESS my hand and seal of said Circuit Court, this 26th *day of* May *, 19*52.

Seal Circuit Court

W. A. Tupper

H. J. DELANEY, doing business as
U. S. PROTECTIVE SERVICE

Plaintiff

vs.

JOHN DOE HUDDLESTON, C. E. ROGERS AND RICHARD ROE, Individually and as co-partners doing business under the assumed name of H. & R. CONSTRUCTION CO.

DefendantS

No. 16786

[illegible] 7:45 P May [illegible]

Writ of Attachment

TO THE SHERIFF OF THE COUNTY OF MARION *GREETING:*

WHEREAS, the above entitled action was commenced in the Circuit Court of the State of Oregon, for the County of WASHINGTON *by the plaintiff in the said action, to recover from the defendant*S *in the said action the sum of* $3500.00 *Dollars, lawful money of the United States, besides interest at the rate of* 6 *per cent. per* annum *from the* 26th *day of* April *, 19*52 *, and*

and costs of suit and the necessary affidavit and undertaking herein having been filed as required by law.

*NOW, THEREFORE, IN THE NAME OF THE STATE OF OREGON, you are hereby commanded and required that you attach and safely keep all the property of the said defendant*s and each of them *within your said County, not exempt from execution, or so much thereof as may be sufficient to satisfy said plaintiff's demand, namely: the said sum of* $3500.00 *Dollars, lawful money of the United States, besides interest at the rate of* 6 *per cent. per* annum *from the* 26th *day of* April *, 19*52 *, and* *and costs and expenses of the action, and of this writ make legal service and due return to me.*

WITNESS my hand and seal of said Circuit Court, this 26th *day of* May *, 19*52.

Seal, Circuit Court
Washington County,
Oregon

W. A. Tupper
Clerk.

By M. Bailey
Deputy.

Original

STATE OF OREGON,
County of Marion } ss.

I, Denver Young, Sheriff of Marion County, do hereby certify that I have carefully compared the foregoing copy of Writ of Attachment with the original thereof; that it is a correct transcript therefrom and of the whole thereof.

Dated this 27th day of May, 19 52

Denver Young
Sheriff of Marion County, Oregon,
By .... Deputy.

No. 16786

In the Circuit Court

of the State of Oregon

FOR WASHINGTON COUNTY

H. J. DELANEY, dba
U. S. PROTECTIVE SERVICE
Plaintiff

vs.

JOHN DOE HUDDLESTON, et al
dba H. & R. CONSTRUCTION CO.
Defendant S

Writ of Attachment

(FORM No. 48)

Filed ...., 19....

.... Clerk.

By .... Deputy.

518 STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

ELL M. ROSTON
Attorney for Plaintiff,
718 Am. Bank Bldg.
Portland, Ore.

I hereby certify that I received the within named Writ of Attachment on the .... day of ...., 19...., and executed the same on the .... day of ...., 19...., in .... County, Oregon, by levying upon and attaching at the suit of the within named .... Plaintiff.... herein, all the right, title and interest of the within named .... Defendant.... herein, in and to the personal property situated in said .... County, Oregon, described as follows:

and that I have levied upon and attached the same, by

Sheriff of .... County, Oregon,
By .... Deputy.

STATE OF OREGON,
County of .... } ss.

I hereby certify that I received the within named Writ of Attachment on the .... day of ...., 19......, and executed the same on the .... day of ...., 19......, in .... County, Oregon, by levying upon and attaching at the suit of the within named ....

Plaintiff.... herein, all the right, title and interest of the within named ....

Defendant.... herein, in and to the personal property situated in said .... County, Oregon, described as follows: ....

and that I have levied upon and attached the same, by ....

.... Sheriff of .... County, Oregon,

By .... Deputy.

Original

No. 16786

In the Circuit Court

of the State of Oregon

FOR WASHINGTON COUNTY

H. J. DELANEY, dba
U. S. PROTECTIVE SERVICE
Plaintiff

vs.

JOHN DOE HUDDLESTON, et al
dba H. & R. CONSTRUCTION CO.
Defendant S

Writ of Attachment

(FORM No. 48)

Filed ...., 19......

.... Clerk.

By .... Deputy.

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

ELL M. ROSTON
Attorney for Plaintiff,
718 Am. Bank Bldg.
Portland, Ore.

STATE OF OREGON,
County of Marion } ss.

I, Denver Young, Sheriff of Marion County, do hereby certify that I have carefully compared the foregoing copy of Writ of Attachment with the original thereof; that it is a correct transcript therefrom and of the whole thereof.

Dated this 27th day of May, 19 52

RECEIVED
FOR FILING

June 11, 1952

Kuckenberg Construction Company, Inc.
P. O. Box 7407
11104 N. E. Holman Street
Portland 20, Oregon

Attention Mr. Henry Kuckenberg, President

Gentlemen:

In your letter of June 4, 1952, directed to the Oregon State Highway Commission, attention Mr. W. C. Williams, you inquired concerning payments to H and R Construction Company in connection with its contracts with this Commission for highway construction at Hood River. I advise as follows:

H and R Construction Company were awarded two contracts, one being Contract No. 3631 for construction of the Second Street Overcrossing of the Union Pacific main line tracks, spur track, and passing track in Hood River; the other being Contract No. 3659 for the viaduct over the new alignment of the Columbia River Highway on the Second Street Connection in Hood River. In connection with Contract No. 3631, two payments have been released, one in the amount of $1,998.00 warrant mailed March 25, 1952, and the other in the amount of $9,462.24, warrant mailed April 28, 1952. This latter payment was assigned to Mr. Murrell Bennett. There is now in the process of payment a third estimate amounting to $10,617.66. The warrant is being mailed today to the General Casualty Company, assignee, 209 S. W. Fourth Avenue, Portland. Estimate No. 5 for work accomplished during the month ending June 5, 1952, in the amount of $12,318.42, has just been received in this office. This payment also is assigned to the General Casualty Company.

With respect to Contract No. 3659 only one payment has been made, it being in the amount of $2,771.28. It was assigned to Mr. Murrell Bennett and the warrant was mailed to him on April 28, 1952. And an additional voucher is being processed in the amount of $6,763.93, the warrant for which is being mailed today to the General Casualty Company, assignee. The estimate for work performed during the month ending June 5, 1952 in the amount of $3,643.66 is now being effected in this office. All payments in connection with this operation have been assigned to the General Casualty Company.

The local agent for the General Casualty Company in connection with Contract No. 3631 is Edna M. Stewart, Board of Trade Building, Portland 4, and the agent for the General Casualty Company in connection with Contract No. 3659 is J. C. Finlay, General Insurance Agent, Board of Trade Building, Portland 4.

We are making a record of your claim but would like to know definitely which of the two jobs it concerns. I would also suggest that you file notice of your claim with the Secretary of State in conformity with the provisions of statutes governing such matters. I enclose excerpts from the laws pertaining thereto. By filing with the Secretary of State the bond company ishheld responsible and liable for the claim for a period longer than sixmmonths following acceptance of the project by the State Highway Commission. Otherwise the surety is relieved of responsibility after the six-month period has expired.

I trust that I have given you the information that you desire.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ehr

cc Floyd Query 2

Enclosure

RECEIVED
MAY 29 1952
FOR FILING

3659

Salem, Oregon
May 28, 1952

Mr. C. W. Enfield
Chief Counsel
Building

Dear Mr. Enfield:

Attached hereto is a garnishment and a writ of attachment served in this office at 9:45 a.m., May 28, 1952. These papers have been made out against H. & R. Construction Company who hold state highway contracts No. 3631 and No. 3659.

In connection with this matter there was received in this office on May 27 three assignments of claim by the H. & R. Construction Company in favor of the General Casualty Company who provided the performance bonds for the above-mentioned contracts. These assignments are for monies due or to become due on contracts No. 3631 and No. 3659. With the assignments we also received a letter from Mr. Murrell Bennett in which he states that an assignment of claim previously made in his favor by H. & R. Construction Company on these contracts has been satisfied.

Very truly yours

Secretary

FAQ:md
Attach.

cc - Mr. C. H. Maison

RECEIVED
FOR FILING

3631

Salem, Oregon
May 28, 1952

COPY

Mr. C. W. Enfield
Chief Counsel
Building

Dear Mr. Enfield:

Attached hereto is a garnishment and a writ of attachment served in this office at 9:45 a.m., May 28, 1952. These papers have been made out against H. &. R. Construction Company who hold state highway contracts No. 3631 and No. 3659.

In connection with this matter there was received in this office on May 27 three assignments of claim by the H. & R. Construction Company in favor of the General Casualty Company who provided the performance bonds for the above mentioned contracts. These assignments are for monies due or to become due on contracts No. 3631 and 3659. With the assignments we also received a letter from Mr. Murrell Bennett in which he states that an assignment of claim previously made in his favor by H. & R. Construction Company on these contracts has been satisfied.

Very truly yours

Secretary

FAQ:md
Attach.

cc - Mr. C. H. Maison

RECEIVED
APR [illegible] 1952
FOR FILING

April 23, 1952

H & R Construction Co.
P. O. Box 66
Beaverton, Oregon

Gentlemen:

We enclose herewith, for your records and files, fully executed copy of contract No. 3659, which was awarded to you on March 13, 1952 by the State Highway Commission, covering Second Street Highway Overcrossing over the Columbia River Highway in Hood River.

We are also mailing an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
FOR FILING
FORM E-30 25M 6-51 49712

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 21, 1952

SUBJECT: Contract No. 3659

To:

Mr. H. B. Glaisyer
Secretary
Office

Dear Sir:

Herewith letter from Soule' Steel Company, notifying us that they are filing claim for reinforcing steel furnished to the H & R Construction Company on the Second Street Overcrossing in Hood River.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:gm
Attached

SECRETARY
F. QUERY

4-21-52

ANCISCO
LOS ANGELES
HOUSTON
SEATTLE

TELEPHONE
BEACON 5155

SOULÉ STEEL COMPANY
IRON AND STEEL PRODUCTS
2630 N. W. ST. HELENS ROAD
PORTLAND 10, OREGON

April 16, 1952

Oregon State Highway Commission
Salem
Oregon

Subject: Bond #239-370
State #7459
Contract #3659

Re: Second Street Highway
Overcrossing
Hood River, Oregon

Gentlemen:

We have entered into a sub-contract with your contractor, H & R Construction Company, Walker & Canyon Road, Portland, Oregon, to furnish labor and material as follows:

Reinforcing steel and installation of same for the Second Street Highway Overcrossing, Hood River, Oregon.

Said H & R Construction Company has ordered the above as your contractor and we have been informed the above mentioned material is to be shipped from our Warehouse and a lien may be claimed.

This notice is sent to you as the owner or reputed owner of the premises, upon which said materials are to be used and labor performed, in compliance with the laws of the State of Oregon and is not to be construed as a reflection upon your contractor, but is being sent you solely as a matter of record in the normal course of business routine.

Very truly yours,

SOULE' STEEL COMPANY

W T Brownridge
W.T. Brownridge

WTB hm
cc: H & R Construction Company, Walker & Canyon Road, Portland, Oregon
General Casualty Company, 209 S.W. 4th, Portland, Oregon, Attn: Mr. Hal Burnett

4-16- [illegible]

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL SALES, CONTRACTS OR AGREEMENTS SUBJECT TO STRIKES, ACCIDENTS OR CAUSES BEYOND THE COMPANY'S CONTROL.

RECEIVED
[illegible] 1952
FOR FILING

Mrs Lewis

Salem, Oregon
April 17, 1952

H & R Construction Company
Assignment of Claim

Mr. C. H. Maison, Manager
Accounting Division

I hand you herewith an executed copy of an assignment given by H & R Construction Company of Beaverton, Oregon to Murrell Bennett, Beaverton, of all monies now due or hereafter to become due to H & R Construction Company in connection with State highway contracts No. 3631 and 3639 covering highway construction in Hood River, Oregon.

You will note that the assignment has been consented to by the General Casualty Company of America, surety for the bond furnished by H & R Construction Company in connection with these jobs. The attached copy is for transmittal to the Secretary of State. I have retained the original for the Highway Commission's records and files.

Please note that two contracts are involved. Should you need an extra copy of the assignment, I will be glad to certify a copy if you will advise me.

The address of the assignee is Mr. Murrell Bennett, Route 2, Box 156, Beaverton, Oregon.

Respectfully yours,

Secretary

HBG:mhs
encl.

NOTED ON CARD
4-17-52 gl

cc: H & R Construction Company
P.O. Box 66, Beaverton, Oregon

cc: Floyd Query:

Attached is the original of the assignment referred to in the above letter. I would suggest that you file this in one of the contracts and make a copy of it for filing in the other with a notation as to where the original is filed.

HBG

April 7, 1952

H & R Construction Co.
P. O. Box 66
Beaverton, Oregon

Gentlemen:

This acknowledges original and duplicate copies of an assignment, both executed, which you have given to Murrell Bennett, Beaverton, Oregon, of all monies now due or hereafter to become due you in connection with your contracts No. 3631 and No. 3659; No. 3631 being described as the Second Street overcrossing of the Union Pacific railroad tracks on the Columbia River Highway in the City of Hood River, and No. 3659 being described as the Second Street overcrossing of the Columbia River Highway in the City of Hood River. We note the consent of the General Casualty Company of America has been affixed thereto.

We shall be pleased to honor the assignment with the following changes: In line 2, first word, change the word "me" to "us." In line 4, the second contract number "7459" should be changed to "3659"; the Highway Commission has no contract No. 7459. In line 5, the word "authorized" should be changed to the present tense "authorize" by deleting the last letter. In line 6, the word "named" should be changed to "name" by deleting the letter "d".

With your consent, I will make the above-mentioned changes in the original and duplicate copies of the assignment that I now have. Please call the changes to the attention of others who have copies of the assignment. Please write me at once authorizing the corrections, inasmuch as we will have to refuse to honor the assignment until they are made, and we cannot make them until we are authorized by you to do so.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]:ls

NOTED ON CARD
4-7-52, gL

cc: C. H. Maison (2)
F. A. Query

Mr. Maison: I have both original and duplicate copies of the assignment

(over)

Memo: changes or corrections were made in assignment by contractors who came to office. gL on my desk, and will hand one to you to forward to the Secretary of State as soon as the corrections mentioned in the above letter have been made. In the meantime, I would suggest that no more money be released to H & R Construction Company in connection with these two jobs until the assignment has been taken care of satisfactorily. This should take only a very few days. I will let you know as quick as the corrections have been made.

The address of the assignee, Mr. Murrell Bennet, is Beaverton, Oregon.

HBG

RECEIVED
MAR 19 1952
FOR FILING

March 17, 1952

H & R Construction Co.
Walker & Canyon Roads
Beaverton, Oregon

Gentlemen:

The State Highway Commission on March 13, 1952, awarded you Contract No. 3659 for construction of a viaduct, Second Street Overcrossing of Columbia River Highway, Hood River County. This award was based on your low bid of $41,832.00 submitted on that date.

I am enclosing a copy of the proposal form, which contains specifications, and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mbs
encl.

cc: H. G. Smith
S. H. Probert
G. S. Paxson
W. M. Franzwa, SIAC

RECEIVED
MAR 1[illegible] 1952
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

March 13, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project BFI-174(16), Hood River Spur (2nd Street Structures), Columbia River Highway, to H. & R. Construction Company of Beaverton, Oregon, low bidder in the amount of $41,832.00 at the March 13, 1952 bid opening.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED

RECEIVED
FOR FILING

March 5, 1952

Soule' Steel Company
2630 N. W. St. Helens Road
Portland 10, Oregon

Attention: Mr. W. T. Brownridge

Gentlemen:

This is to acknowledge your letter of March 3 in which you state that you have agreed to furnish reinforcing steel to the H & R Construction Company on the Second Street Overcrossing in Hood River, which work is being performed under State Highway Contract No. 3631.

As requested, your letter will not be construed as a claim but merely a notice in compliance with Oregon laws.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAO:md

SAN FRANCISCO
LOS ANGELES
HOUSTON
SEATTLE

TELEPHONE
BEACON 5155

SOULÉ STEEL COMPANY

STEELINE PRODUCTS
2630 N. W. ST. HELENS ROAD
PORTLAND 10, OREGON

March 3, 1952

REFERRED TO
[illegible]
By State Highway Engineer

Oregon State Highway Commission
Salem
Oregon

Gentlemen:

We have entered into an agreement with H & R Construction Company to furnish reinforcing steel, installed, for the 2nd Street Overcrossing, Hood River, Oregon, who is ordering the same as your contractor.

The first shipment of material will be on or about March 3, 1952, and a lien may be claimed.

This notice is sent you as the owner or reputed owner of the premises upon which said materials are to be used in compliance with laws of the State of Oregon, and is not to be construed as a reflection upon your contractor, but is being sent you as a matter of business routine and record.

Very truly yours,

SOULE' STEEL COMPANY

W.T. Brownridge

WTB hm

cc H & R Construction Company
General Casualty Company

REFERRED TO
[illegible]
BY SECRETARY

acknowledge
This is not a claim so do not record on card
[illegible]

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL SALES, CONTRACTS OR AGREEMENTS SUBJECT TO STRIKES, ACCIDENTS OR CAUSES BEYOND THE COMPANY'S CONTROL

RECEIVED
FOR FILING
OREGON DISTRICT

BFI-174 (16)

Files

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

February 27, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project BFI-174(16) the 2nd Street (Hood River Spur) Overcrossing of the Columbia River Highway in Hood River, have today been recommended for approval subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
FOR FILING

7

February 18, 1952

Mr. A. McAllister, Superintendent
Union Pacific Railroad Company
2525 North Larrabee
Portland 12, Oregon

Dear Sir:

This letter is to advise of concurrence of the Oregon State Highway Department in awarding to the Teller Construction Company the contract for moving the Railroad Company's water tank at Hood River.

This concurrence is based on Teller Construction Company's bid price of $6,007, which we understand does not cover the realignment of pipe lines, et cetera, which will be handled by the Railroad Company's own forces, at State expense.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

[redacted]

cc Mr. H. G. Smith
Mr. C. H. Maison

FORM 2552
1-48-200M

UNION PACIFIC RAILROAD COMPANY
Office of the Superintendent
2525 North Larrabee
Portland, 12, Oregon

February 12, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. W. C. Williams, Asst. State Highway Engineer

Subject: Hood River-Mosier Section, Columbia River Highway

Dear Sir:

Referring to your letter of January 15, 1952, relative to moving of Railroad's water tank at Hood River, Oregon.

Bids were solicited from five contractors, and attached is tabulation of the bids received. I am also attaching copy of our specifications and plans. Would appreciate receiving your concurrence in awarding contract to Teller Construction Company, who have submitted the lowest bid.

You will note, of course, that the proposed contract with Teller Construction Company covers only the moving of the water tank, as the rearrangement of the pipelines, etc., are being handled by Railroad's own forces.

Very truly yours,

A McAllister
A. McAllister
Superintendent

TABULATION OF BIDS FOR MOVING WATER TANK

AT

HOOD RIVER, OREGON

				Morrison-Knudsen Co., Inc.		Peter Stuart Constr Co		Teller Constr. Co.		E. E. Settergren	
		Quant	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1.	Unclassified excavation	650	C.Y.	1.80	1170.00	5.496	3572.40	2.50	1625.00	1.50	975.00
2.	Structural excavation	120	C.Y.	4.00	480.00	6.246	749.52	5.00	600.00	2.25	270.00
3.	Concrete in place	59	C.Y.	95.00	5605.00	40.738	2403.54	48.00	2832.00	50.00	2950.00
4.	Move water tank	Lump	Sum	Lump Sum	3600.00	Lump Sum	2376.31	Lump Sum	950.00	Lump Sum	3537.00
		TOTAL			10855.00		9101.77		6007.00		7732.00

TE: No bid received from Mid-State Construction Company, The Dalles, Oregon

ce of Division Engineer
na, Oregon
ary 12, 1952

UNION PACIFIC RAILROAD COMPANY
SPECIFICATIONS
FOR
MOVING 65,000 GALLON WATER TANK AT
HOOD RIVER, OREGON

1. Location: The project is located on Railroad right of way at Hood River, Oregon.

2. Work to be Done: The work included under these specifications consists of moving 65000 gallon steel water tank, approximately 80 feet, including performance of grading, installation of concrete footings and all necessary and subsidiary work for a complete and workmanlike job, as indicated on attached drawings 7-A-3 and 7-A-3a, dated January 15, 1952.

3. Estimated Quantities: The total estimated quantities necessary to complete the project are as follows:

Excavation, unclassified	650 Cubic Yards
Excavation, structural	120 Cubic Yards
Concrete	59 Cubic Yards

These quantities are approximate only and the Railroad reserves the right to increase or diminish said quantities, but the unit prices specified in the contract shall not be changed or affected by increasing or diminishing of said quantities.

4. Railroad Company To Do or Furnish: The Railroad Company, at no expense to the Contractor, will furnish all labor and material required for removing pipelines at present location of water tank and then connecting pipelines to water tank after Contractor has placed water tank in new location.

5. Lines, Grades and Measurements: The work shall be done in strict accordance with lines, grades and dimensions, as shown on the drawings, or as otherwise directed by the Engineer.

6. Grading: The area shall be graded to the dimensions and elevations shown on the drawings and as staked by the Engineer. Excavation in excess of authorized cross sections, as well as slides extending beyond the slope lines, shall not be paid for unless such are due to causes which are not under the control of the Contractor or his agents. In all cases, the surplus material shall be removed by the Contractor without delay and the slopes reformed.

7. Backfill: All excavations around concrete footings shall be backfilled to the general level of the ground, as shown on the plans, and shall be tamped and puddled to make a solid fill. The unit price for structural excavation shall include the cost of backfilling, and no extra compensation will be allowed for such work.

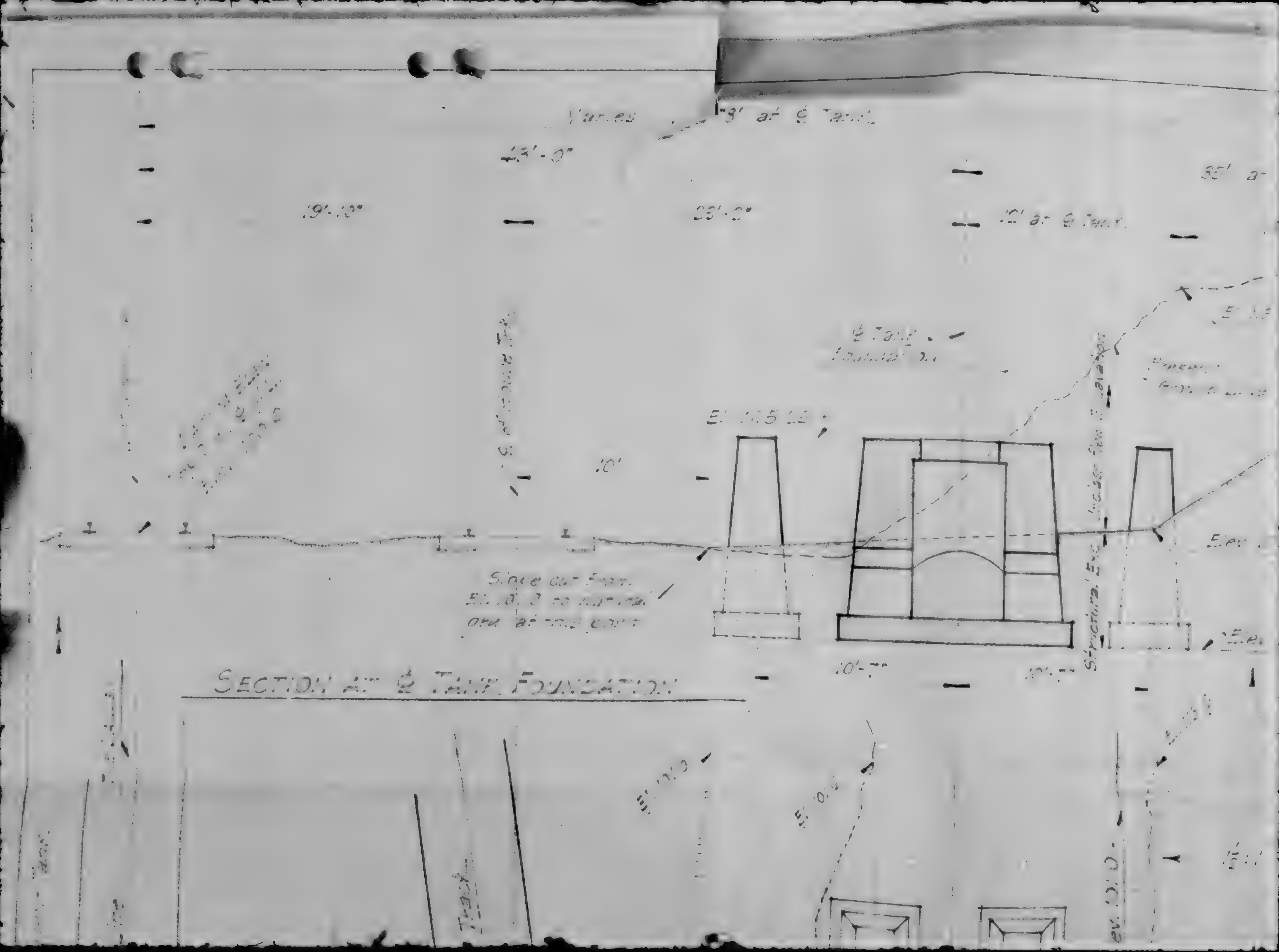
8. Concrete: Concrete materials, mixing and placing to be as per current AREA specifications, using 6 gallons of water per sack of cement, 3" slump and #4-1 aggregate, in order to produce concrete having a compressive strength of not less than three thousand (3000#) pounds per square inch at 28 days. Concrete shall be vibrated in the forms and cured by the Hunt Process or equal.

9. Move Water Tank: Move water tank, including frost box, approximately 80 feet westerly, as indicated on attached plans.

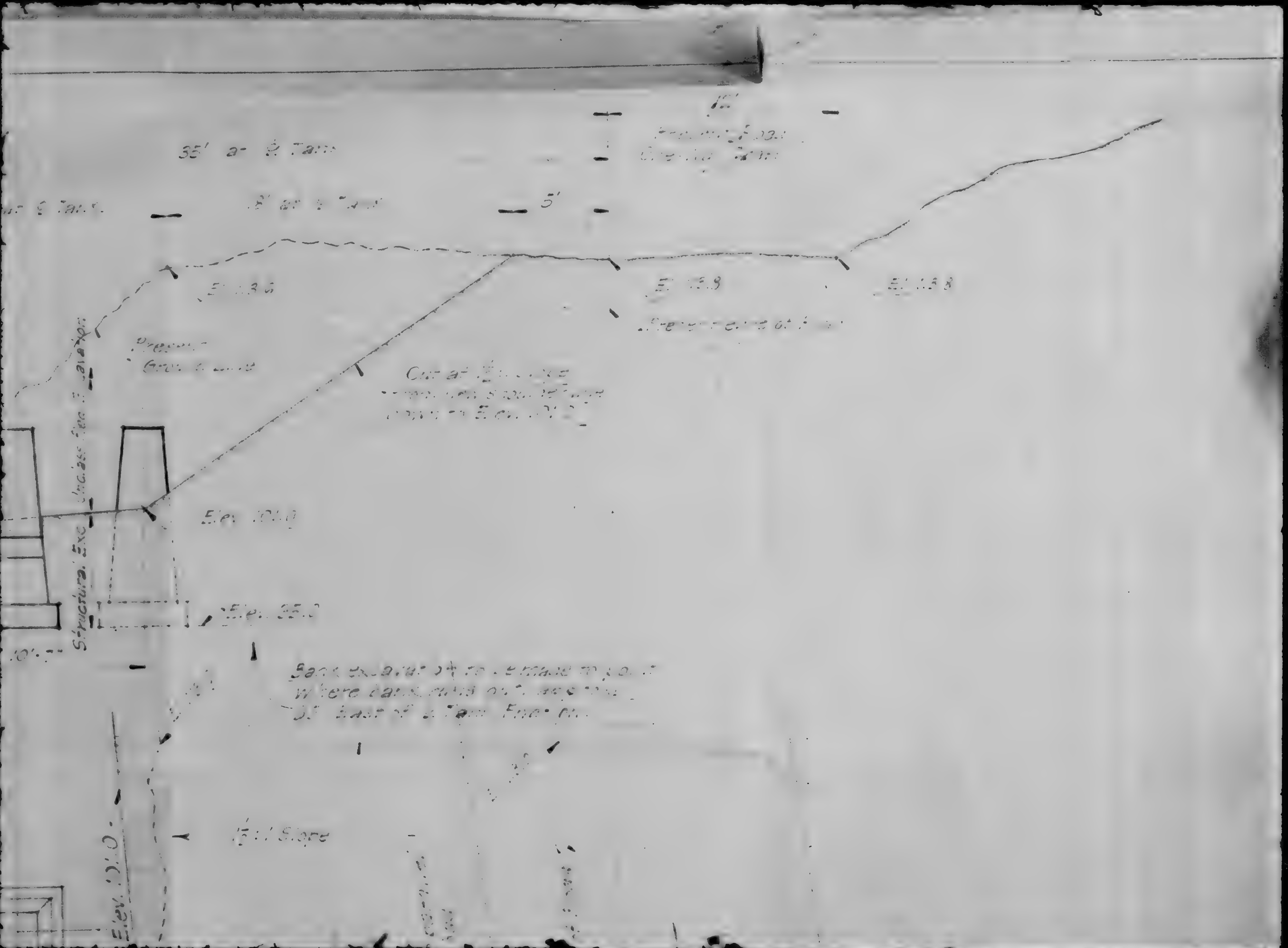
Railroad Company will relocate pipelines as set out in Paragraph No. 4 of these specifications.

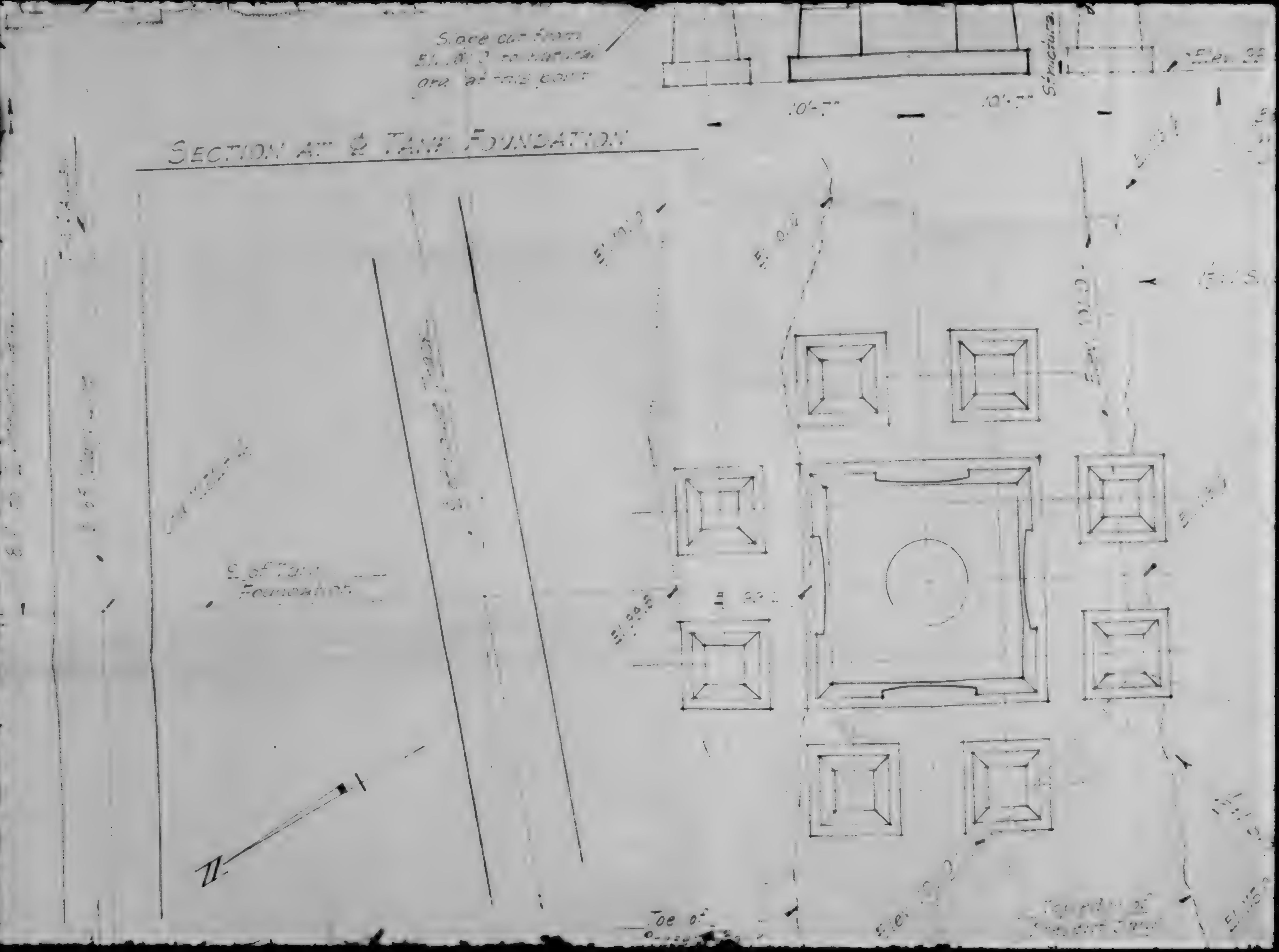
10. Final: All work, equipment and materials used in this work, and the method of procedure, shall be subject to approval of the Engineer, and no part of the work will be considered as accepted until all of the work is completed and accepted. Upon completion of the work, the Contractor shall remove from vicinity of the work, all plant, buildings, rubbish, unused materials, and other material belonging to or used under its direction during construction.

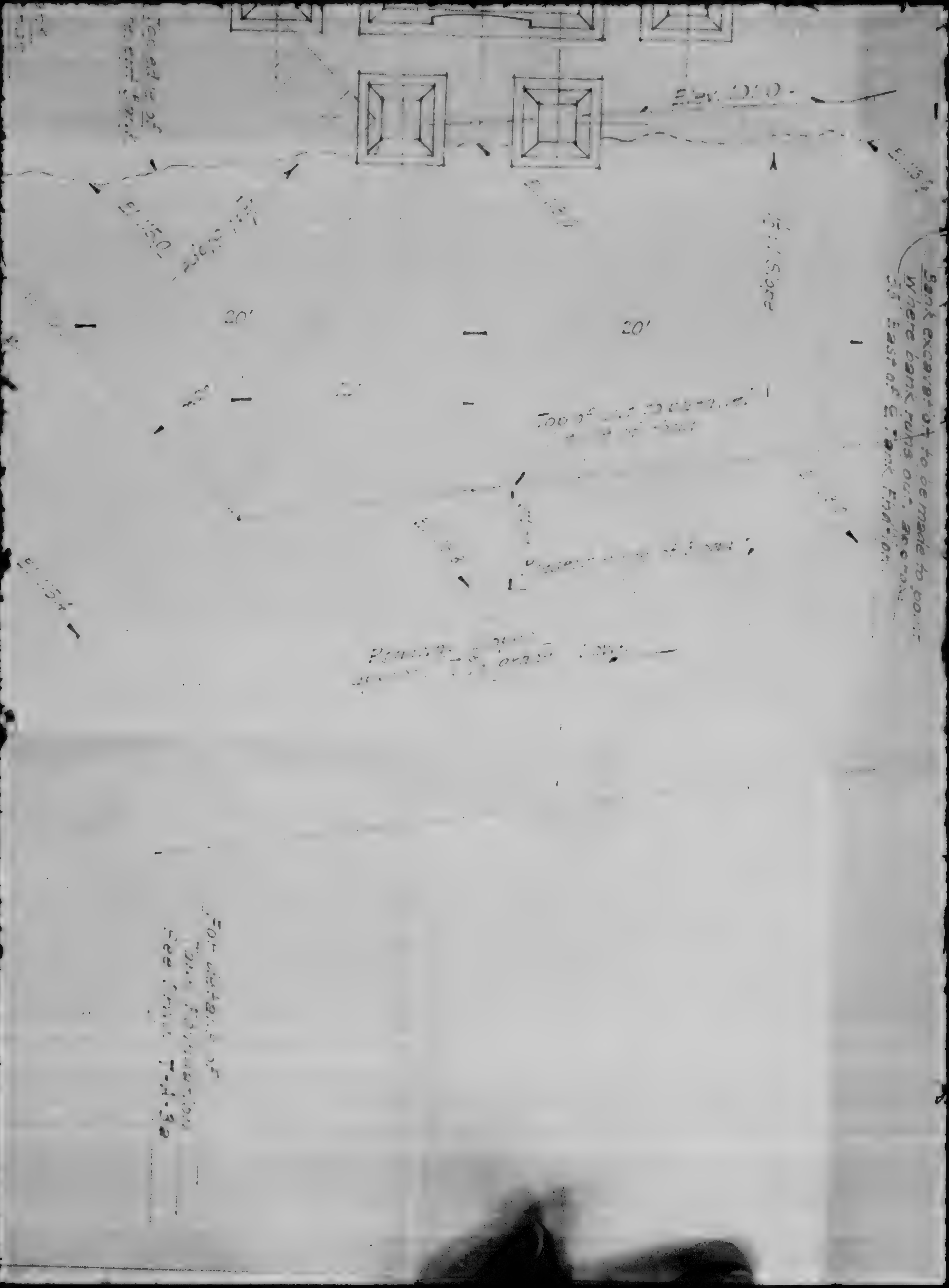
Office of Division Engineer
2525 North Larrabee
Portland, 12, Oregon
January 23, 1952

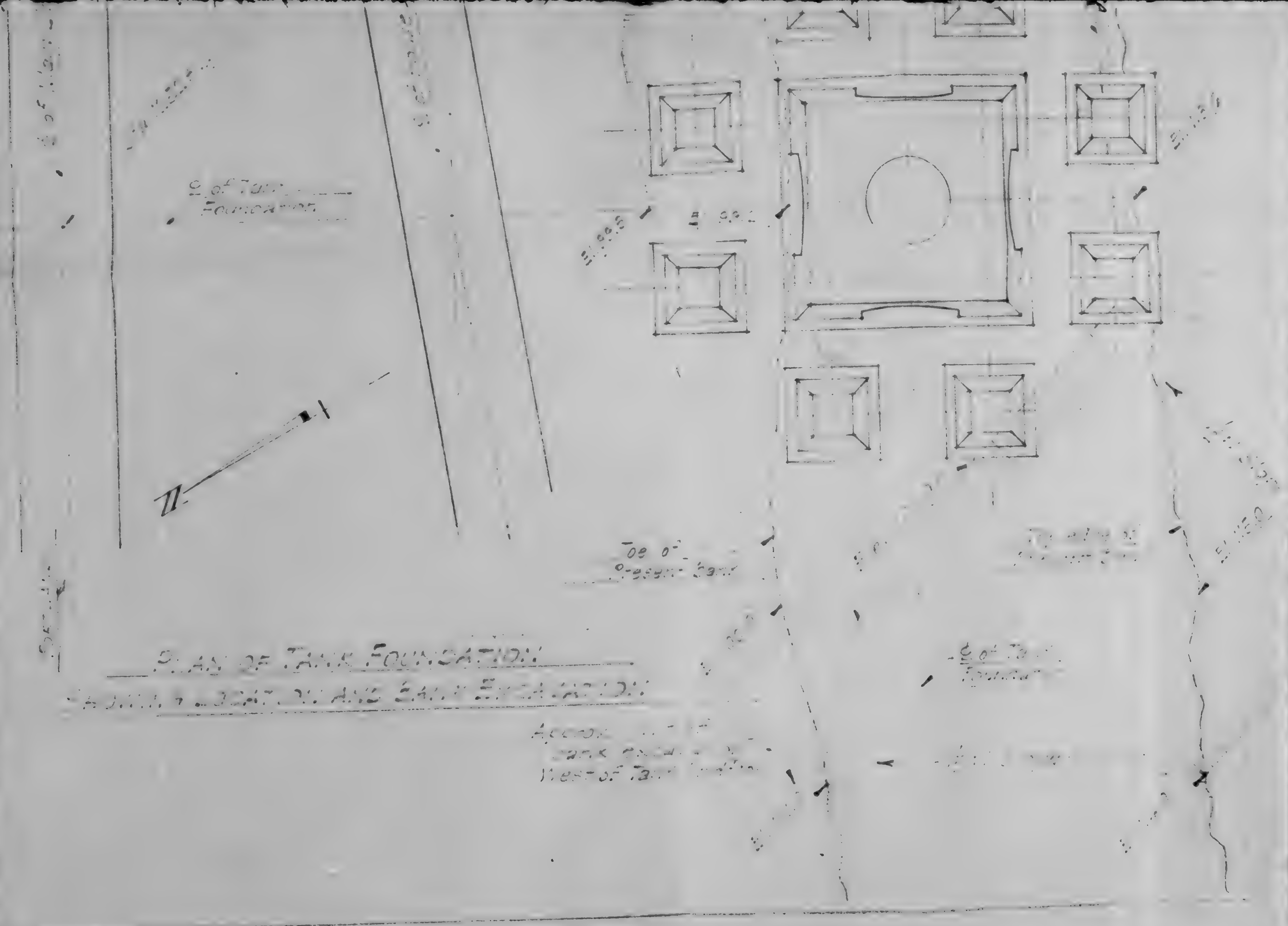


SECTION AT ℄ TANK FOUNDATION

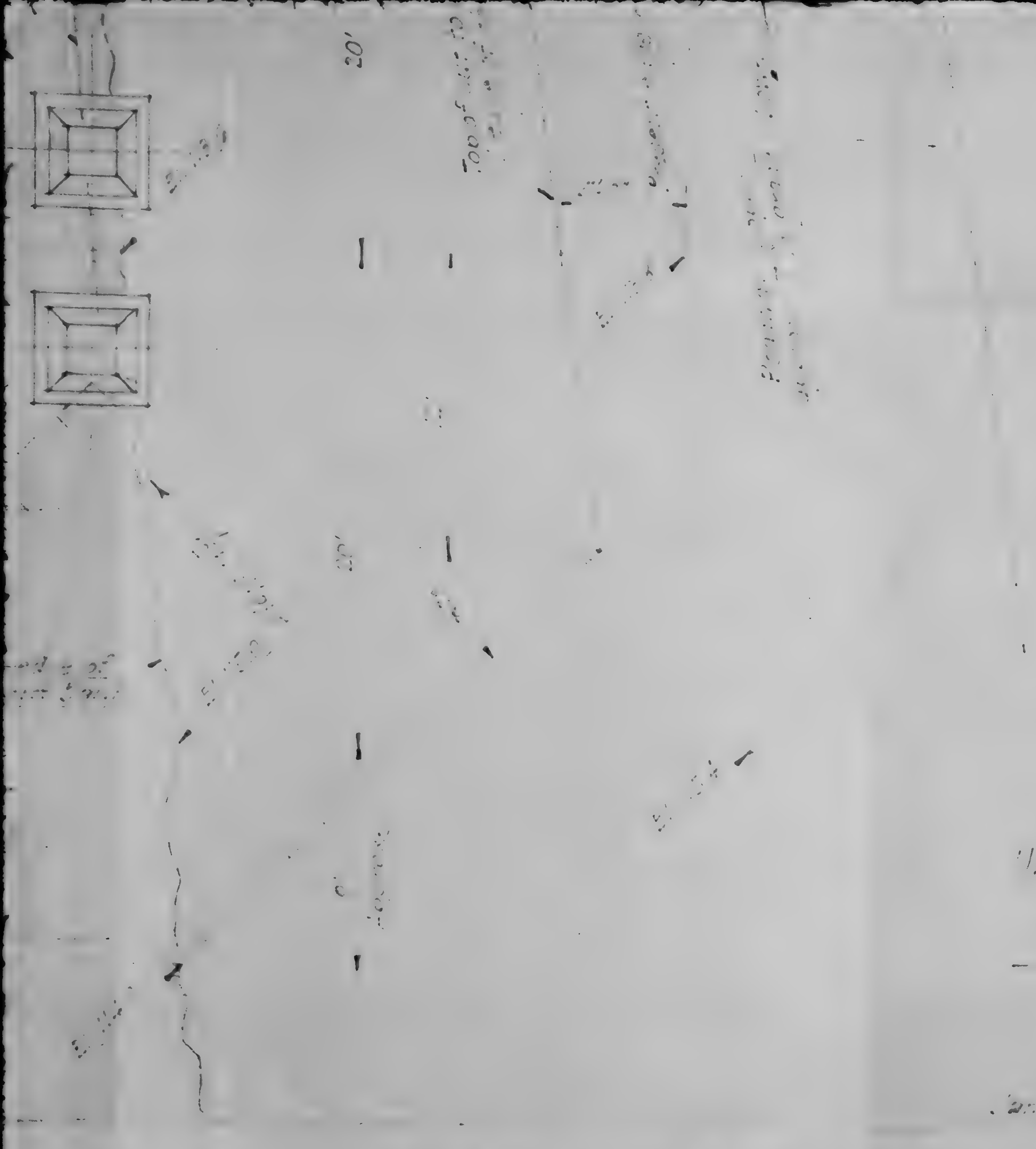

35' or ℄ Tank
8' or ℄ Tank
5'
15'
El. 13.6
El. 13.8
El. 13.8
Present Ground Line
Cut at ℄ Dike
Elev. 101.0
Elev. 35.0
Structural Exc.
Unclass Road Excavation
Bank excavation to be made to point where bank cuts out
1½:1 Slope
Elev. 101.0
10'


Slope cut from El. 10.0 to natural ground at this point
SECTION AT ℄ TANK FOUNDATION
Structure
10'-0"
10'-0"
El. 10.0
El. 0.0
℄ of Tank Foundation
Elev. 10.0
Toe of


Elev. 12'0"
El. 15.0
El. 15.1'
20'
20'
Bank excavation to be made to point where bank runs out, approx. 35' East of ⊈ tank foundation
For details of ... foundation see ... 7-4-3a



PLAN OF TANK FOUNDATION
SHOWING LOCATION AND BANK EXCAVATION



For details of
Tank Foundation
See Drwg. T-A-3a

Union Pacific Railroad Co.
Oregon Division
Hood River, Oregon

Foundation Plan for
[illegible] Gallon Tank

W.O. 6678
Jan. [illegible] Drwg. No. T-A-3

RECEIVED
FOR FILING

February 4, 1952

H & R Construction Company
Walker and Canyon Roads
Beaverton, Oregon

Gentlemen:

The State Highway Commission on February 1, 1952, awarded you Contract No. 3631 for the Second Street Overcrossing project at Hood River on the Columbia River Highway in Hood River County. This award was based on your low bid of $75,468.50 submitted on that date.

I am enclosing a copy of the proposal form, which contains specifications, and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhs
Encl.

cc: H. G. Smith
S. H. Probert
G. S. Paxson
W. M. Franzwa, SIAC

RECEIVED
[illegible] 1952
FOR FILING

OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

February 1, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project BFI-(174(16), Hood River (2nd Street Structures)-Mosier Section of the Columbia River Highway to H & R Construction Company of Beaverton, Oregon, low bidder in the amount of $75,468.50 at the February 1, 1952 bid opening.

Very truly yours,

CGPolk
C. G. Polk
District Engineer

RECEIVED
FEB 5 1952
OREGON
STATE HIGHWAY COMMISSION

FORM 2-129X 25M 6-51

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

RECEIVED FOR FILING

BI-174 (16)

Cross Referenced To:
Const
Grade Lines
Gen

January 23, 1952

BFI-174(16)

Mr. John N. Mohr
City Attorney
Hall Building
Hood River, Oregon

[illegible] 41
Second Street, Hood River

Dear Mr. Mohr:

Your letter of the 22nd addressed to Mr. John W. Cattrall, Engineer, County and City relations, with reference to grade resolution on Second Street in the City of Hood River has been referred to this office for reply.

Section 100-125 O.C.L.A. provides for the giving of consent by the City, and further provides that if there is any damage to real property abutting on the street, the same may be recovered by an action against the State of Oregon in the Circuit Court of the county. The statute clearly intends that if any damages are allowed the same shall be paid by the State of Oregon and not by the municipality in which the project is located.

I have been advised that every reasonable means will be taken to preserve access to the abutting properties during the period of construction and feel confident that proper attention will be given to the matter. In any event, if there are any valid claims for damages arising out of such matters they will be obligations of the State of Oregon to be paid from the State of Oregon Highway Fund and I do not see where they could be expected to give a legal right to any action against the City.

Very truly yours,

J. M. Devers, Chief Counsel

By
[illegible]
Assistant Counsel

[illegible]
cc: [illegible], City Manager
Carl A. [illegible], City Engineer
John W. Cattrall
G. S. Paxson
[illegible] C. Williams ✓

Received: Jan. 23, 1952
Engineer, County & City Rels.

JOHN N. MOHR
Attorney at Law
Hall Building
Hood River, Oregon
Telephone 8811

COPY

January 22nd, 1952.

Mr. John W. Cattrall,
Engineer, County and City Relations,
Oregon State Highway Commission,
Salem, Oregon

Dear Mr. Cattrall:

Answering your letter of January 7th, 1952, addressed to Mr. W. M. Sylvester, City Recorder, Hood River, Oregon, this is to advise that the Common Council of the City of Hood River last night authorized the City Recorder and the acting Mayor, Mr. R. D. Barker, to sign the encroachment resolution.

They also authorized them to sign the grade resolution provided the City receives from the Oregon State Highway Commission a guarantee that the State Highway Commission will make adequate provision for entry to the Apple City Motor Company garage on the West and the Gerdes Hotel property on the East of Second Street North of Cascade, and that the State Highway Department will protect the City against any claims which any affected property owner might make because of the change of grade of Second Street. So far as we can determine from the plats which are furnished, there will be adequate access to these properties from Second Street as it now exists. However, if their access is disturbed during construction and if it is permanently impaired the City feels that the State Highway Department should assume the responsibility for any damages and not the City of Hood River.

If we may have the assurances requested, the acting Mayor and the City Recorder will complete the grade resolution and send it to you under instructions from the City Council. I hope that you will feel that this is reasonable, and I am sorry that I could not foresee that the question would be raised by the Council last evening.

With kindest regards, I am

Very truly yours,

/S/ JOHN N. MOHR

JOHN N. MOHR,
City Attorney.

JNM:hsb
cc to Mr. Sylvester
Mr. Andresen, City Engineer

EIVED

FOR FILING

OREGON DISTRICT

[illegible]

[illegible]

Files

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

Cross Referenced To:
Const
~~Grade Xing~~
Gen

January 16, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project BFI-174(16), Hood River (2nd St. Structure) - Mosier Section of the Columbia River Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

FOR FILING

FORM E-30 25M 6-51 49713

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 11, 1952

SUBJECT: Second Avenue Overcrossing in Hood River

To:

Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

The overcrossing of the railroad in Hood River is programmed at a cost of $85,000. Our estimate for this project is $110,785, with contingencies and engineering, a gross estimate of $124,600. The principal factor in the overrun is the railroad work involving the moving of the water tank. This is very materially over the project setup, and you may want to bring it to the attention of the Commission.

Very truly yours,

G S Paxson

G. S. Paxson
Bridge Engineer

GSP:gm
cc S. H. Probert

IVED
FOR FILING

[illegible]

#3621

[illegible]

January 2, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Re: Second Avenue Overcrossing
in Hood River, F.A.EFI 174(16)

Reference is made to the proposed overcrossing of the Union Pacific railroad on an extension of Second Avenue in Hood River, which is your Program Item No. 20.

This structure forms a connection between the City of Hood River and the relocated Columbia River Highway. The relocated Columbia River Highway is north of the Union Pacific Company's tracks. At present traffic is served by the old Columbia River Highway which is south of the Union Pacific tracks and which passes through the Town of Hood River. All traffic that will use the proposed Second Avenue overcrossing now uses the old Columbia River Highway without crossing the tracks, and the project is of no benefit to the Railroad Company under the terms of General Administrative Memorandum No. 325.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

GSP:gm
cc G. S. Paxson

FORM E-30 25M 3-51 47198

Const
Grade Crossing
Gen

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

November 14, 1951
Salem, Oregon

SUBJECT: Overcrossing at 2nd Avenue over Union Pacific Railroad

To: W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

I note that on the tentative lettings under the bond program it is proposed to build a 2nd Avenue overcrossing over the Union Pacific Railroad in Hood River.

It is my recollection that in order to do this it is necessary to move a railroad water tank. I assume that this is more of an engineering matter than right of way. However, I call it to your attention should you wish us to do anything in this connection. Otherwise, I will assume the matter is being handled by the Construction Department.

Will you please advise.

Forrest Cooper
Forrest Cooper
Right of Way Engineer

FC:mmh

ED

OR FILING

FORM E-20 25M 3-51 47198

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 8, 1951

SUBJECT: PUX 41
Overcrossing on 2nd Street Prolongation
Hood River, Oregon

To: Mr. W. C. Williams ✓
Mr. H. G. Smith (2)
Mr. E. A. Collier (2)
Mr. W. E. Chandler
Mr. F. B. Crandall
Mr. E. A. Skelley

NOTED
W. C. WILLIAMS

Gentlemen:

Reference is made to my communication to you of September 20th with particular mention of transmission of PUC Order No. 28214 on the 2nd Street overcrossing in Hood River, and comment with reference to payment for barricading the existing crossing on 1st Street Prolongation.

In order to further clarify the matter, I am enclosing herewith copy of letter received from Union Pacific Railroad Company in which it is agreed that the railroad companies will assume the expense of closing and barricading the crossing.

Very truly yours,

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:mb
Enc.

COPY

UNION PACIFIC RAILROAD COMPANY
Law Department

Roy F. Shields
General Solicitor
Frederick J. Betz
Lawrence W. Hobbs
General Attorneys for Oregon
Joseph G; Berkshire
Assistant General Attorney

6383-D

727 Pittock Block
Portland 5, Oregon

October 5, 1951

Mr. J. W. DeSouza, Assistant Counsel
Oregon Highway Commission
Salem, Oregon

Dear Mr. DeSouza:

Application of Oregon Highway Commission
for Overcrossing at Hood River PUCO
F-2318 - Order No. 28214

Referring to your correspondence (letter of September 20, 1951) with the Public Utilities Commissioner about the expense of closing grade crossing opposite First Street in Hood River, which expense was imposed upon the State by PUCO Order No. 28214 dated September 17, 1951.

So far as we can determine, the only expense involved in the closing of this grade crossing will be the expense of providing and installing barricade with removable panel to permit access by the City of Hood River for maintenance of its sewer. We think the order properly imposed the expense of closing this grade crossing on the State, but nevertheless we are authorized to say that the railroad will assume this expense. By so agreeing the railroad does not concede that it is benefited.

Very truly yours,

/S/ ROY F. SHIELDS

FJB C

cc: Mr. Geo. H. Flagg
Public Utilities Commissioner
Salem, Oregon

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1 7 1951
FOR FILING
FORM E-30 25M 11-50 701

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 12th, 1951

SUBJECT:

To: Mr. R. H. Baldock
State Highway Engineer
Office

[illegible] TO
[illegible]
Will you [illegible]
all finished—
WCW.

Dear Sir:

The attached letter from Mr. Garrabrant, Mayor of Hood River, seems to have been occasioned by a misunderstanding of the action of the Railroad. There was no objection by the Railroad to any of the separations proposed by the Highway Department at the hearing held on August 30th - in fact, it was merely a perfunctory affair as required by law, as all the details had been arranged beforehand.

Very truly yours,

H. G. Smith
Construction Engineer

NOTED
W. C. WILLIAMS

HGS:AR

FOR FILING
FORM E 30X 25M 8-50 42289

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 4, 1951

SUBJECT: Hood River Crossing, PUX 40, PUC F-2314
Second Street Overcrossing in Hood River
PUX 41, PUC F- 2318

To: MEMORANDUM TO FILE:

These two projects were combined for hearing and were heard by David Don, sitting as examiner for the Public Utilities Commissioner, in the City Hall at The Dalles at 2:00 o'clock P.M. on Thursday, August 30, 1951.

The following appearances were filed:

The writer for the State Highway Commission
F.J. Betz for the Railroad Companies
John N. Mohr, City Attorney for the City of Hood River
Mayor F. V. Garrabrant for the City of Hood River
Kenneth M. Abraham for Hood River County and the Port of Hood River.

All of these filing appearances made opening statements.

It was stipulated at the beginning of the combined hearings that payment for the structures would be made in accordance with agreement between the railroad companies and the Highway Commission, dated June 1, 1951, relating to the over-all construction between Hood River and a point east of Mosier.

Mr. H. G. Smith was placed on the stand and explained the over-all project.

Mr. G. S. Paxson was placed on the stand and gave detailed testimony as to the type of each of the structures, vertical and horizontal clearances, etc.

Mr. Joe Gately testified relative to traffic.

Mr. Betz placed Mr. L. W. Althof, Traffic Engineer for the Railroad Companies, on the stand and introduced in evidence the following:

Exhibit 1 - Agreement of June 1, 1951
Exhibit 2 - Colored copy of our Map 7B-4-19 showing encroachments on the Hood River-Mosier Section. This exhibit then was withdrawn and it was agreed that a copy would be furnished for the record.
Exhibit 3 - Appendix to appellant's opening brief in the case of Luke Nichols,
E Plaintiff-Respondent, vs. Union Pacific Railroad Company, Defendant-Appellant. This case is in the Supreme Court of the State of Oregon.

Mr. Betz also placed Mr. J. G. Kimmell, Division Superintendent, on the stand who indicated his approval of the contemplated projects.

Mr. John M. Mohr, City Attorney, in connection with the closing of the existing crossing on First Street prolongation, raised the question of accessability to the sewer line north of the railroad and south of the highway for maintenance purposes. The question finally was resolved by the probability of an agreement between the railroad companies and the City whereby the City can have access across the railroad tracks for emergency purposes only.

J. W. DeSOUZA
Assistant Counsel

JWD:mb

cc: W. C. Williams ✓
G. S. Paxson
W. E. Chandler
H. G. Smith
E. A. Collier
F. B. Crandall

COPY.

REFERRED TO
By State Highway Engineer

August 22, 1951

Public Utilities Commissioner
State of Oregon
Salem, Oregon

Dear Sir:

This is to acknowledge receipt of your File No. F-2313, covering objection of the Union Pacific Railroad to a petition of the State Highway Commission for an overpass of their tracks at the foot of Second Street in the City of Hood River, and to another overpass in the western part of the City, contained in your File No. F-2314.

The City Attorney has been out of town, and will not return within the ten day period specified for an answer, so our formal answer will have to be filed at a later date. However, we do intend to appear at the hearing in the City Hall on Thursday, August 30, at 2 o'clock p. m.

The City, Port Commission, County Court, and other interested parties originally requested that the new highway by-pass the City of Hood River to the north of the Railroad tracks, with the stipulation that an overpass be constructed on Second Street, for the following reasons:

1. There are only three east-west streets in much of the business area of Hood River, one of which presently serves as the state highway. Considerable congestion, noise, and inconvenience to highway users and local people could be avoided if the City were by-passed. It would be extremely costly, if not impossible, to build a limited-access highway through the downtown area without using one of these three streets, destroying much desirable residential and industrial property, and building numerous underpass or overpass structures.

2. The Second Street overpass will provide direct access without highway or railroad grade crossings to an area which the Port Commission plans to develop into industrial sites by filling in the land to a point above the flood stage of the Columbia River. It is the only sizeable level area for such purposes on the railroad right-of-way in the immediate vicinity of the City of Hood River. Some small development has already occurred. Just recently one of the residents of this area was severely injured by a train at the present grade crossing, and was awarded approximately $25,000 in damages. Should this area be further developed, it is to be expected that this grade crossing would constitute an even greater hazard.

3. If the highway were north of the railroad, and the Second Street overpass were eliminated, the only eastern access to the City would be from the cloverleaf at the south approach to the Interstate Bridge. Trucks, buses, and

other overpasses would have to use the present Hood River bridge, which has sharp turns at both approaches, and is too narrow for safe use by large vehicles. In addition, this traffic would traverse several of the most congested blocks in the City, regardless of its ultimate destination.

4. During the fall and winter months, hundreds of large refrigerated trucks haul fruit from warehouses in the industrial area, which lies between the railroad tracks and the business district. This second street overpass would enable them to get to and from the highway without going through the business district. In icy weather they frequently have difficulty ascending some of the streets they would be forced to use without this overpass, and occasionally they are stalled or jackknifed on these streets, thus completely blocking all traffic.

5. It is the opinion of local business men that this overpass will bring the maximum business from highway users into the City, since the City is clearly visible before the overpass would be reached, whereas the proposed cloverleaf at the south end of the Interstate Bridge, or the access road near the Columbia Gorge Hotel on the western approach to the City do not have this advantage.

To summarize, it has been the opinion of the interested parties mentioned above, with the exception of the railroad companies, that the proposed highway route and second street overpass will provide the maximum in limited-access highway facilities for both through and local traffic, with little, if any, economic loss to the community with a very considerable improvement in the traffic problems of the City of Hood River. It would also appear to be a more economical solution to the highway relocation problem than construction of a route through the City south of the present railroad right-of-way.

These points were brought out in previous meetings between the interested parties and the State Highway Commission, and were recognized in the recently approved location of the proposed highway. We sincerely request that they receive your careful consideration in reaching a decision on the objections presented by the Union Pacific and Oregon-Washington Railroad and Navigation Companies.

Respectfully submitted

F. V. Garrabrant

F. V. Garrabrant
Mayor

RECEIVED
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

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FOR FILING

3n

April 19, 1951

Hood River County Court
City Council of Hood River
Port of Hood River
Hood River Apple Growers' Assn

Hood River, Oregon

Gentlemen:

The State Highway Commission, at its meeting in Portland on April 13, considered your request for construction of an overhead crossing of the railroad tracks in connection with the new Columbia River Highway at Second Street. The Highway Commission agreed to call for bids and construct this structure at the same time as other structures are called for bids in the vicinity of Hood River on the new highway location. It is anticipated that these bids will be called some time next year or as soon as it is practicable after the hydraulic embankment has been placed.

The Highway Commission understands that you are now in a position to furnish the required rights of way to permit the immediate construction of the hydraulic embankment for the new highway, for which a satisfactory bid has been received.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ds

3-M

CHSEN
CALMETTES
R. D. BARKER
ARLEN E. McCARTY
ARTHUR HOWELL
GEO. L. JUBITZ, JR.
COUNCILMEN

CITY OF HOOD RIVER

Nature's Purest Water . . . Always Ice Cold

HOOD RIVER, OREGON

W. M. SYLVESTER
RECORDER
HAROLD HERSHNER
TREASURER
JOHN N. MOHR
CITY ATTORNEY
E. GRAMSE
CHIEF OF POLICE
CARL ANDRESEN
CITY ENGINEER
JAMES R. MEYER
FIRE CHIEF
CLAUDE COLLINS
FIRE MARSHAL

April 3, 1951

RECEIVED
APR 5 1951
ENGINEER
COUNTY & CITY RELATIONS

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. John W. Cattrall, Engineer
County and City Relations

Gentlemen:

We have your letter of March 28th enclosing seven copies of Resolution and copy of plans for the Hood River-Mosier Section of the New Highway.

NOTED
W. C. WILLIAMS

The maps you sent did not include the overpass on 2nd Street which we are vitally interested in.

The City Council at their regular meeting last evening authorized the Mayor and Recorder to sign for the City, the Resolution in question, providing the matter of the 2nd Street overpass is satisfactorily settled.

Yours sincerely,

F. Vernon Garrabrant

F. Vernon Garrabrant
Mayor

FVG:as

OR FILING

AGENDA
APR [illegible]

April 9, 1951

Mr. Arthur C. Lofts, Jr.
802 Oak Street
Hood River, Oregon

Dear Mr. Lofts:

I have just been informed by the Honorable Douglas McKay, Governor of the State of Oregon, that you desire an opportunity to discuss with the members of the Highway Commission at its next meeting a proposed relocation of the Columbia River Highway insofar as it affects your business in Hood River.

The Highway Commission will be pleased to grant you a hearing on this subject. Its next regular meeting is scheduled to be held in Portland on Thursday and Friday of this week, April 12 and 13. Delegations will be heard by the Commission on the second day, Friday the 13th, and I am reserving for your convenience on that day fifteen minutes of time starting at 4:00 p.m., which is the earliest unassigned time available. The Commission holds its meetings in the Green Room on the first floor of the Imperial Hotel.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG/fm

cc - Governor Douglas McKay

4:00 PM
April 13, 51

D

Government matter

item "D"

Warden major file

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FOR FILING

[illegible]

April 6, 1951

Oregon State Highway Commission

Gentlemen:

I stopped at Hood River and sincerely believe that it will be necessary to make a connection from Hood River to the new highway by an extension at Second Street. We have designed an interchange for this connection which can probably be built for about $300,000. If we build this connection, we can probably reduce the cost of the connection east of the city by about $50;000. I do not believe the increased cost will exceed $250,000.

I believe it is necessary to give proper service to the people of Hood River and likewise to provide for a crossing from the town to the docks, and would recommend that this connection be adopted as a part of the location.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi me

cc Mr. W. C. Williams

D
1951
OR FILING

COMMISSIONERS
R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

March 29, 1951

Baldock

Mr. Ben R. Chandler, Chairman
State Highway Commission
P. O. Box 309
Coos Bay, Oregon

Mr. Chas. H. Reynolds
State Highway Commissioner
P. O. Box 898
La Grande, Oregon

Mr. M. K. McIver
State Highway Commissioner
225 S. W. Broadway
Portland 5, Oregon

Gentlemen:

I have, today, received a joint statement made on behalf of the County Court of Hood River County, the Port of Hood River Commission, the City of Hood River, and the Apple Growers Association, with respect to the construction of a proposed second cloverleaf in connection with the relocated section of the Columbia River Highway as it affects Hood River. I have had copies of that statement made and I enclose one for your use and consideration.

In the letter which accompanied the statement, which letter is over the signature of Mr. R. E. Steele, Manager of the Hood River Chamber of Commerce, he says:

> "We will be pleased to appear before the Commissioners at their next meeting in Portland if we would be of any assistance in furnishing further information. However we believe that you understand our position stated at the meeting in Hood River."

In my letter of acknowledgment, I have told Mr. Steele that I will contact the Commissioners by telephone and convey to them this offer of appearance and then will advise Mr. Steele by telephone of the Commission's reaction to the suggested appearance.

Yours very truly,

J. M. DEVERS
Chief Counsel

JMD:amc
Enc.
cc Mr. R. H. Baldock
cc Mr. N. B. Glaisyer

IVED
1951
FOR FILING

FORM E-30 25M 11-50 44701

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 27, 1951

SUBJECT:

To: Mr. R. H. Baldock
State Highway Engineer

Mr. W. C. Williams
Asst. State Highway Engineer

For your information, I enclose a copy of a letter I received today from the Apple Growers Association at Hood River concerning the controversy involving the construction of a second cloverleaf as a part of re-routing the Columbia River Highway through Hood River. I have mailed a copy of this to Mr. Reynolds.

I have not yet heard from the other interested parties, but, should they write as they said they would, I will see that you are furnished with a copy.

Yours truly,

J M Devers

J. M. DEVERS
Chief Counsel

JMD:amc
Enc.

State Highway Engineer

O
P
Y

APPLE GROWERS ASSOCIATION

Hood River, Oregon

March 26, 1951

Oregon State Highway Commission
Salem
Oregon

Attention: Mr. J. M. Devers

Gentlemen:

The matter of acquisition of right of way for the State Highway to be constructed north of the Union Pacific railroad tracks in the vicinity of Hood River was discussed with the board of directors of Apple Growers Association at their meeting Friday, March 23rd. After serious consideration of the various factors involved, I was instructed to give you their decision and explain the reasons therefore, this to be in addition to the decision of the other interested bodies with which we concur, specifically applied to problems of Apple Growers Association.

We have in our possession an option for the Highway Commission to purchase a tract of land east of Hood River, owned by Apple Growers Association in the Koberg beach area, purchase price to be $50. Our board of directors does not agree to this price as far as the value of the land is concerned. However, should the proposed overpass at 2nd Street in Hood River be definitely approved by the Commission to the satisfaction of the City, County and other interested bodies, you are advised that the Association will accept this purchase price for this tract. There is in addition another tract north of the city of Hood River, extending from the railroad right of way to the north, approximately 200 feet East and West, which is desired by the Highway Commission. This tract also will be conveyed to the State under reasonable terms if the overpass is approved. The tract so conveyed to be only sufficient to provide for the necessary right of way and not the entire amount owned by the Association.

We believe it pertinent to cite the problem as we see it from the standpoint of our operations, especially involving trucks that service this organization. The same problem would also apply to other shippers in the area.

Of the 1949 crop, 58 truck loads of canned goods and 678,000 boxes of fresh fruit, approximating 850 truck loads, were shipped over the Columbia River Highway. In addition, supplies such as boxes, fertilizer, paper, cannery cases and other items such as fuel oil, were delivered. We have no accurate figures, but these would definitely be in excess of

COPY

100 truck loads. We believe it would be far more convenient for these trucks and also for the city if this cloverleaf would permit them to serve the industrial area without going through the business and residential areas of town. This is especially important during the winter months when pavements are icy and these trucks frequently have difficulty pulling the hills with a load. They sometimes jack-knife and obstruct traffic or, due to their length, have a very serious turning problem. Occasionally other automobiles or property are damaged. This cloverleaf should very largely eliminate this hazard.

It appears to be the policy of the Port Commission to ultimately develop the tract north of Hood River, which is now largely submerged, as industrial sites, and inasmuch as this represents the only practical level land in the immediate vicinity of Hood River for such industrial development, an overpass is a necessity. Furthermore, direct access to the highway which could be accomplished by the cloverleaf would materially aid in the utilization of this tract.

It is very difficult to determine just what buildings might be constructed by the Association in the future on this land but we do know that had our cannery been constructed on such a site, a very considerable sum each year could have been saved in handling costs due to the hillside locations which were utilized. While we cannot state that any buildings would be constructed by the Association in the predictable future in this area, we do believe that the benefits to this organization and the community should be considered and that adequate access should be provided, and that unless it is, the utility of this area would be very severely restricted.

Additional permanent residents are necessary if our cannery is to be expanded in line with the available tonnage. Without such local labor it is quite probable that fruit suitable for canning such as Bartlett pears will of necessity be sold to canners located in other areas, some of them perhaps outside the State of Oregon. The influence on the local payroll would be considerable as well as the probability of a somewhat lower net return to farmers in the valley. While this benefit is indirect it is nevertheless very important to the agricultural interests of this community. We believe that these various points justify serious consideration.

You may be sure that we wish to cooperate with the Commission in every practical respect and sympathize with their desire to construct this highway at a minimum cost and are willing at any time to discuss any phase of this problem directly applicable to the Association if the Commission so desires.

Sincerely,

APPLE GROWERS ASSOCIATION

R. D. Barker (signed)
Treasurer

RDB:fs

COPY

CITY OF HOOD RIVER

HOOD RIVER, OREGON

March 26, 1951

Oregon State Highway Commission
Salem, Oregon

Attention: J. M. Devers

Dear Mr. Devers:

We, the undersigned, owners of real property lying to the north of the Union Pacific tracks north of the City of Hood River, after meeting with representatives of the State Highway Department on March 22, 1951, at Hood River, Oregon, make the following statements as to our position in regard to granting rights of way to the State Highway Commission over the lands which we own:

1. It is the unanimous opinion of the individuals represented by our organization that the cloverleaf overpass connecting the City of Hood River directly with the Columbia River Highway north of Second Street in the City of Hood River, Oregon, is a definite necessity both for the good of the citizens of the City of Hood River and the traveling public. In making this statement we have in mind the fact that it is necessary also to have connections with the highway at the east and west entrances to the city but, unless substantial alterations are made in the present highway bridge crossing the Hood River, that route will continue to be narrow, hazardous and undesirable. Of late, much of the fruit moving from our warehouses is transported by large refrigerated trucks which, because of their size and the extent of their loads, should be routed as soon as possible from the city streets onto the through highway. The Second Street connection would make this possible.

2. That the cost involved in putting in a cloverleaf connection would not be so great as the Highway Commission has been led to believe for the reason that it has been definitely established that it will be necessary to construct an overpass on Second Street from the main public section to the area north of the railroad tracks and new highway and, in determining the cost of the cloverleaf connection, the cost of the required overpass must be taken into consideration and the actual additional cost to the State Highway Commission will only be the difference between constructing a straight overpass and a cloverleaf overpass connection with the highway.

3. It is our belief that the Commission could construct a less elaborate cloverleaf at the east entrance to the City of Hood River and use the money saved for the Second Street connection.

4. It is the unanimous opinion of our citizens that it would not be desirable to grant easements for the construction of a new highway without a definite agreement at this time that the cloverleaf connection will be constructed at the same time that the new highway is constructed so that it will be ready for use at approximately the same time that the new highway is put into operation.

5. The feeling of our citizens is very strong on this matter and it is our opinion that any fair-minded person reviewing the situation can only reach the same conclusion that we have reached, which is, that it would be for the economic good of the City of Hood River and the residents of Hood River Valley and of those using the highway that the cloverleaf connection be constructed simultaneously with the construction of the highway and that such construction would result in a substantial saving to the Highway Department over construction at a later date.

For this reason we unanimously agree that we wish a definite agreement on the part of the State Highway Commission to construct the Second Street overpass before further negotiations are conducted for acquisition of rights of way to the north of the City of Hood River.

Respectfully submitted,

COUNTY COURT OF HOOD RIVER COUNTY

By Herbert A. Struck (signed)

PORT OF HOOD RIVER COMMISSION

By Luke Nichols (signed)

CITY OF HOOD RIVER

By F. V. Carrabrant (signed)

APPLE GROWERS ASSOCIATION

By R. D. Barker (signed)

JMM:pb

Hood River, Oregon
February 26, 1951

Oregon State Highway Commission
Salem
Oregon

NOTED
State Highway Engineer

Gentlemen:

It has come to the attention of Hood River County citizens that the present new Columbia River Highway plans do not include an entrance to the center of the city as originally planned; or in other words, on Second Street. These plans were discussed at a meeting called by Mayor Garrabrant at Hood River City Hall on February 14th. Those in attendance at this meeting were representatives of the common council of the City of Hood River, the Hood River County Court, the Chamber of Commerce, the Lions Club, the Rotary Club and the Port of Hood River Commission. The group before you today are the delegates appointed at this February 14th meeting to bring directly to your attention the matter of a suitable East-West entrance at the city center from the New Columbia River Highway to the City of Hood River. We have maps we wish to present also showing the location of the highway and the location of the originally-planned access road to Hood River.

A number of years ago when the location of the Columbia River Highway through Hood River was discussed, a meeting was called at the Hood River Cafe at which time the State Highway Engineers and Commission representatives were present together with members of the Hood River County Court, the Hood River Common Council, and the merchants' committee of the Chamber of Commerce. At that time, we of Hood River were advised that the highway plans were to include Cascade Street in Hood River. It was brought out that this would necessitate the widening of Cascade Street and also overpasses or underpasses would have to be provided to carry the heavy traffic to our packing plants and railroad yards. An alternate plan was also given us whereby the road would go below Hood River north of the railroad tracks and a good access road and street would be provided entering Hood River at Second and Cascade Streets. The people of Hood River wished the road to go through the City but inasmuch as we would have a direct access from both directions to the city from the new highway below the railroad tracks, it was the consensus of the opinion of all those present at that time that they would favor the lower road and thus eliminate the cost to the state of the purchasing and widening of Cascade Street and the building of overhead ramps or underpasses for all of our main cross streets. The main reason that the citizens of Hood River City and County changed their minds regarding the location of the highway was due to the fact they were assured that they would have the access road built for them to the city center with an entrance on Second Street.

(continued)

The Port of Hood River property and proposed industrial sites are principally located North of the new highway. The river and harbors committee of the U. S. Congress and the U. S. Engineers Corporation have approved the expansion of our boat basin and port facilities at Hood River. We feel assured that the allocation for the completion of this project will be made as soon as money is available for public works outside of the National Defense program. To properly service the port property and the proposed industrial sites, it would be necessary to have appropriate access by road to this area.

We appreciate the fact that plans call for an entrance to the City of Hood River from the West and also that residences and businesses North and West of the city limits are to be provided with suitable access roads. It is also appreciated that the new highway plans call for approaches to the East of Hood River connecting with the Inter-state Bridge and the Mt. Hood Loop Highway. We are a community of approximately 14,000 people lying all South of the Columbia River Highway. Besides the Mt. Hood Loop highway, we have one Secondary State Highway direct through the West side of Hood River Valley connecting with the Mt. Hood Loop highway at Parkdale. To provide proper facilities and services for the heavy traffic originating from the Columbia River Highway to our rural communities and state high-ways, we feel a direct city center access road is necessary. We ask, therefore, that you consider at this time a suitable East-West direct entrance to Hood River at the junction of Second and Cascade Streets with also provisions for access to the Port of Hood River property lying North of the Columbia River Highway.

PRESENTED BY:

COUNTY OF HOOD RIVER COURT
CITY OF HOOD RIVER COMMON COUNCIL
HOOD RIVER PORT COMMISSION
HOOD RIVER CHAMBER OF COMMERCE
HOOD RIVER ROTARY CLUB
HOOD RIVER LIONS CLUB

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COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

February 12, 1951

#363

NOTED
W. C. WILLIAMS

Ed Steele, Secretary-Manager
Hood River Chamber of Commerce
Hood River, Oregon

Dear Mr. Steele:

This note is simply to confirm our telephone conversation of a few moments ago during which I reserved for you and your group fifteen minutes of time at the next meeting of the Highway Commission to discuss with the Commission a proposed route of entrance of the Columbia River Highway into the city of Hood River.

As stated over the phone, the Commission's next meeting is scheduled to be held in Portland on Monday and Tuesday, February 26 and 27. Delegations will be heard on the second day, Tuesday the 27th. The fifteen minute period that I assigned for your convenience comes at 2:00 p.m., which is the earliest unassigned time available. The meeting as usual will be held in the Green Room on the first floor of the Imperial Hotel.

It is my understanding that your group will be composed of representatives of the City of Hood River, Hood River Port Commission, Hood River County Court, Hood River Chamber of Commerce. Will you kindly hand to me at the meeting a list containing the names of the members of the delegation. Thanks a lot.

Sincerely yours,

HBG/fm

Secretary
OREGON STATE HIGHWAY COMMISSION

cc - Members of the Commission
R. H. Baldock
W. C. Williams

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Department of Commerce
Bureau of Public Roads
Division Eight

C
O
P
Y

January 17, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The following telegram was received January 16 from our Washington Office:

"OREGON 3RD SUPPLEMENTAL BOND ISSUE PROGRAM BEING APPROVED OUR MEMO EFFECTIVE JAN. 15 WITH EXCEPTION OF ITEMS 20 AND 21, PROJECTS BFI - 174 (16) AND BFI - 35 (6) RESPECTIVELY. RAILWAY GRADE SEPARATION STRUCTURES INVOLVED IN ITEM 20 AT HOOD RIVER AND ITEM 21 AT MOSIER CONNECTING ROAD NOT ON PRIMARY SYSTEM. THESE STRUCTURES CANNOT BE ACCEPTED AS INCIDENTAL CONSTRUCTION. SYSTEM ACTION WILL BE REQUIRED BEFORE THESE STRUCTURES CAN BE PROGRAMMED. ITEMS 20 AND 21 REVISED TO EXCLUDE THESE STRUCTURES WOULD BE ACCEPTABLE FOR PROGRAMMING."

After conferring with Mr. Williams and forwarding to our Division Office the results of this conference, the Division Office on January 16 transmitted the following wire to Washington, via Western Headquarters:

"DISTRICT ENGINEER POLK WIRES QUOTE RETEL MCCOY 15TH OREGON THIRD SUPPLEMENTAL BOND PROGRAM. STATE REQUESTS ADDITION TO PRIMARY SYSTEM OF HOOD RIVER AND MOSIER CONNECTING ROUTE AS SPURS OF FEDERAL AID ROUTE ONE, ON BASIS OF MAPS AND OTHER INFORMATION FURNISHED AT PROGRAM STAGE. IF THIS POSSIBLE APPROVAL OF PROGRAM ITEMS 20 AND 21 DESIRED EFFECTIVE TODAY. IF THIS ACTION NOT POSSIBLE STATE REQUESTS APPROVAL ITEMS 20 AND 21 EFFECTIVE TODAY WITH RAILROAD GRADE SEPARATION STRUCTURES ON CONNECTING ROADS DELETED FROM PROGRAM. UNQUOTE. REQUESTED SYSTEM ACTION SHOWN ON SHEETS 3 AND 13 MENTIONED IN POLKS DECEMBER 13 MEMO FORWARDED TO YOU WITH OUTS OF DECEMBER 14. REQUESTED SYSTEM ACTION WILL BE CONFIRMED BY STATE HIGHWAY COMMISSION AS OF THIS DATE. WE RECOMMEND IT AND COMPLETE PROGRAM APPROVAL OF ITEMS 20 AND 21, ALL EFFECTIVE JANUARY 16. THIS DESIRABLE AS PS&E HAVE BEEN PREPARED ACCORDINGLY.

IF RECOMMENDED SYSTEM AND PROGRAM ACTION NOT POSSIBLE WE CONCUR IN STATES REQUEST FOR DELETION OF RAILROAD GRADE SEPARATION

STRUCTURES AT HOOD RIVER AND MOSIER AND PROGRAM APPROVAL AS OF THIS DATE OF BALANCE OF PROGRAM ITEMS 20 AND 21. IN THIS EVENT AND IF P.S.&E. PAPERS ARE SUBMITTED COVERING ALL WORK WE WILL APPROVE SUBJECT TO DELETION OF GRADE CROSSING STRUCTURES FROM FEDERAL PARTICIPATION AND SUBMISSION OF REVISED DOCUMENTS AT AGREEMENT STAGE. THIS WILL PERMIT STATE TO PROCEED WITH CONTRACTING AS NOW CONTEMPLATED."

Please not that requested system action must be confirmed by written request from the State Highway Commission effective January 16. This matter was discussed with Mr. Probert who agreed to prepare the necessary papers for execution by the Commission.

In the event that both system and program action are approved by our Washington Office on the basis of information furnished them in the above wire, we desire an expression from you as to the reaction of the Highway Commission. If it is favorable, we could clear the P.S. and E's for advertising even though formal execution of the system action request is not made until the Commission meets on January 31.

Very truly yours,

/s/ C. G. Polk
C. G. POLK
District Engineer

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January 15, 1952

Mr. A. McAllister, Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Street
Portland, Oregon

Re: Hood River-Mosier Section
Columbia River Highway

Dear Sir:

This letter is to authorize you to effect moving of the water tank at the Second Street Overcrossing of the Columbia River Highway in Hood River by contract.

It shall be understood that when you have received bids for the work to be performed you will ask our concurrence before the award is actually made.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

FORM 2552
8-50-200M

UNION PACIFIC RAILROAD COMPANY

January 14, 1952

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Re: Hood River - Mosier Section,
Columbia River Highway

The agreement dated June 1, 1951, between the State Highway Commission and the Railroads, provides for the relocation of the Railroad's water tank and appurtenances at Hood River in connection with the Second Street Overcrossing (Section 4) at the expense of the State. Reimbursement to include, but not limited to, all items of expense under G.A.M. No. 299.

The Railroad finds it will be unable to program the moving of the water tank and allied work with company forces. Because of the full schedule for its steel erection gang, authority is requested to contract the moving of the water tank and the necessary concrete work connected therewith.

The rearrangement of the pipe lines is being carried on by company forces. Early authority to award a contract on the work outlined above will be appreciated, to the end that the entire facility will be out of the way before construction of the overcrossing begins.

Yours very truly,

A. McAllister
Superintendent

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B31-114(R)
#

(copy)

October 15, 1951

Mr. L. W. Althof
District Engineer
Union Pacific Railroad Company
851 Pittock Block
Portland 5, Oregon

Dear Sir:

The center line and west right-of-way line of Second Street in Hood River have been staked for your convenience in moving the water tank.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

HGS:AR

cc Mr. H. G. Smith

RFI-174(1L) Hood River Overcrossing 1952
on the Columbia River Hwy. about
#3632 one mile west of Hood River Depot.

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(CONTRACT NO.) 3632

OREGON STATE HIGHWAY DEPARTMENT

(date)
Aug. 19, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3632	12-final	Carl M. Halvorson, Inc	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
[redacted] 15955	R-73867	$ 6,372.63	Aug. 19, 1953

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Nov. 30, 1952

Time Extensions: to Feb. 25, 1953 without penalty

Completion Date: Feb. 23, 1953

Date Accepted: April 8, 1953

Penalties: None of record

Claims: None of record

Remarks:

Saturday

Date: 8-22-53

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: a.a. Wichlander

NOTED ON CARD

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[illegible]

August 12, 1953

The Travelers Indemnity Co.
700 Main Street
Hartford 15, Conn.

Attention: Fidelity & Surety Dept.

Gentlemen:

State Highway Contract No. 3632 for construction of the Hood River Overcrossing on the Columbia River Highway in Hood River County was completed by the contractor, Carl M. Halvorson, Inc., on February 23 and was formally accepted by the Highway Commission on April 8, 1953.

Final payment in the amount of $6,372.63 will be released to the contractor on or after August 22, 1953. The total contract amount is $209,865.24, of which amount $61.16 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: C. A. Tomassene & Sons
614 Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD

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[illegible]

June 11, 1953

The Travelers Indemnity Company
Hartford 15,
Connecticut

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Carl M. Halvorson, Inc. on contract No. 3632 covering Overcrossing on Hood River Section of Columbia River Highway in Hood River County. This payment, in the amount of $15,005.86, will be released on or after June 20, 1953. The retained percentage is $6,293.59.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter

Yours very truly

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By
Floyd Query, Acting Secretary

rn

cc - The Travelers Indemnity Co.
C. A. Tomassene & Sons
614 Wilcox Bldg.,
Portland, Oregon

NOTED ON CARD

6-11-53

RECEIVED
FOR FILING

January 14, 1953

Carl M. Halverson, Inc.
218 Builder's Exchange Bldg.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on January 6, 1953, had under discussion your request for an extension of time of 87 days, from November 30, 1952 to and including February 25, 1953, within which to complete your contract No. 3632 for constructing Hood River Overcrossing on the Columbia River Highway in Hood River County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Wm. E. Chandler,
Division Engineer

Norman D. Krehbiel,
Resident Engineer

G. S. Paxson,
Bridge Engineer

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December 18, 1952

State Highway Commission

Request for extension of time
No. 9
January 6, 1953 meeting.

Gentlemen:

Re: Hood River Overcrossing
Contract ~~1632~~
Carl M. Halvorson, Inc.,
Contractor

Herewith a request for an extension of time in which to complete the Hood River Overcrossing west of Hood River. This request is from the contract completion date of November 30, 1952 to and including February 25, 1953.

Because of unforeseen foundation conditions, it was necessary to change the elevations of footings on some bents and to use considerably longer piling which required splicing. At the request of the Bureau of Public Roads we also revised the drawings to include struts between the columns at two of the substructure bents.

These changes and additions required additional work and time. In our opinion the contractor has pushed the work as well as could be expected. It is recommended that the extension be granted without penalty to the contractor. Attached hereto is the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

GSP:gm

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FOR FILING

March 17, 1952

Carl M. Halvorson, Inc.
218 Builder's Exchange Building
Portland, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3632, which was awarded to you on February 1, 1952 by the State Highway Commission, for construction of the Hood River Overcrossing on the Columbia River Highway in Hood River County.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

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encl. 1

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February 4, 1952

Mr. Carl M. Halvorson
[illegible] Builders Exchange Building
Portland, Oregon

Dear Mr. Halvorson:

The State Highway Commission on February 1, 1952, awarded you Contract No. 3632 for the Hood River Overcrossing project on the Columbia River Highway in Hood River County. This award was based on your low bid of $196,630.00 submitted on that date.

I am enclosing a copy of the proposal form, which contains specifications, and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhs
Encl.

cc: H. G. Smith
S. H. Probert
G. S. Paxson
W. M. Franzwa, SIAC

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1952
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OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

February 1, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project BFI-174(14), Hood River Overcrossing of the Union Pacific tracks on the Wygant Park--Hood River Section of the Columbia River Highway, to Carl M. Halvorsen, Inc. of Portland, low bidder in the amount of $196,630.00 at the February 1, 1952 bid opening.

Very truly yours,

C. G. Polk
C. G. Polk
District Engineer

RECEIVED
FEB 5 1952
OREGON
STATE HIGHWAY COMMISSION

15-3307 Siskiyou Jct.-Long Prairie Cr. 1952
Rock Production Project on Green
#3633 Springs Hwy. E. & W. of Pinehurst.

July 29 1952

FINAL COST ANALYSIS

Siskiyou Junction-Long Prairie Creek
Contract No. 3633

Green Springs Highway
Prefix No. 15-8307

Rock Production
M. C. Lininger & Sons, Contractors
W. B. Merrill, Resident Engineer

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
3/4"-½" Crushed Rock in Stockpile	4,513.78	Cu. Yd.	$1.76	$2.60	$7,949.25	$11,735.83
½"-¼" Crushed Rock in Stockpile	5,047.08	" "	1.76	2.60	8,889.80	13,122.41
¼"-#10 Crushed Rock in Stockpile	2,390.22	" "	1.76	2.75	4,206.79	6,573.11
Hauling Crushed Rock, Pile Measure	73,656.3	Yd. Mi.	0.12	0.13	8,723.62	9,575.32
SP ¼"-#10 Screen Rejects in Stockpile	446.21	Cu. Yd.	0.25	0.25	111.55	111.55
SP Haul Screen Rejects, Pile Measure	576.7	Yd. Mi.	0.13	0.13	74.97	74.97
					$29,955.98	$41,193.19

Gross Revenue	$41,193.19
Total Cost	29,955.98
Net Profit	$11,237.21

Net Profit Equals 27.3% of Gross Revenue

FINAL COST ANALYSIS

Siskiyou Junction-Long Prairie Creek	Green Springs Highway
Contract No. 3633	Prefix No. 15-8307

Detail of Cost

Labor:		
Supervision	$1,472.00	
Labor	8,260.09	
State Industrial Accident Insurance	303.41	
Social Security	124.98	
State Unemployment Insurance	49.99	
		$10,210.47
Equipment Rental and Miscellaneous:		
Equipment Rental, Owned	$9,791.50	
Rental of Trucks, Hired	1,084.34	
Gas, Oil and Grease	2,604.67	
Freight and Cartage	120.00	
Bond	296.06	
Insurance	127.66	
Small Tools & Miscellaneous	675.00	
Home Office and General Overhead	863.43	
		15,562.66
Subcontract for Drilling & Shooting (Including Explosives)	$4,182.85	
		4,182.85
Total Expended		$29,955.98

FINAL COST ANALYSIS

Siskiyou Junction-Long Prairie Creek
Contract No. 3633

Green Springs Highway
Prefix No. 15-8307

Breakdown of Crushing Costs

Item	Quantity	Unit	Total Cost	Cost per Cu. Yd.
Move In & Set Up	11,951.08	Cu. Yd.	$3,191.78	$0.27
Drill & Shoot	11,951.08	" "	4,391.85	0.37
Load & Haul to Crusher	11,951.08	" "	4,447.28	0.37
Crushing	11,951.08	" "	7,774.45	0.65
Cost per Cu. Yd. in Bunker				$1.66
Haul to Stockpile (Av. Haul = 6.82 Miles)	11,951.08	" "	8,723.62	0.73
Stockpiling	11,951.08	" "	1,240.07	0.10
Total Stockpile Cost				$0.77
Total Cost of Material in Stockpile				$2.49
Rejects	446.21	Cu. Yd.	$111.96	$0.25
Haul of Rejects to Stockpile	576.7	" "	74.97	$0.13

Elapsed crushing time = 232 hours.
Average crush per hour elapsed time = 11,951.08 ÷ 232 = 51.5 cu. yds.
Total work time = 221.5 hours.
Average crush per hour of work time = 11,951.08 ÷ 221.5 = 53.9 cu. yds.

July 29th, 1952

Siskiyou Junction-Long Creek
Green Springs Highway
Contract No. 3633

Remarks:

This was a "State Contract" calling for the crushing and stockpiling of approximately 11,500 cu. yds. of crushed rock for later use by the State in maintenance work on the Green Springs Highway.

The project was bid and awarded February 1st, 1952, work was started on March 31st, 1952, and the project was completed on May 24th, 1952.

The equipment used on the job consisted of a 3/4 cubic yard Northwest shovel, two 4 cubic yard trucks hauling material to the plant, three 6 cubic yard trucks of their own and other rented trucks necessary hauling crushed rock to stockpiles, one TD-9 tractor with dozer, one D-7 tractor with dozer, one RD-7 tractor with dozer, 3-crusher portable crushing plant with a 32-foot feeder, two transport trucks, pickups and flatbed truck plus small tools and equipment required.

The drilling and shooting was subcontracted to the Harding Blasting Company at 35 cents per cubic yard. This figure included all costs of drilling, shooting and explosives.

This quarry is located on the Green Springs Highway in Klamath County at M.P. 13.24. As in previous contracts, the rock from this quarry was obtained in such a manner that would widen and benefit the existing highway roadbed.

The setting up of the plant took considerable more time than necessary due to working on other projects at the same time.

Crushing operations were good. The plant operated elapsed time of 232 hours and 221.5 hours working time, for an average of 51.5 cubic yards for elapsed time and 53.9 cubic yards for the working time.

The contractor had good bid prices, good equipment and personally supervised the project, and a good profit was realized.

E. H. Clymer
Cost Analyst

By . . F. W. Sugnet

RECEIVED
JUL 15 1952
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

July 10, 1952
(date)

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3633	4 Final	M. C. Lininger & Sons

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
12007	R 44231	$1,261.03	July 9, 1952

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1952

Time Extensions: ~~May 23, 1952~~ None

Completion Date: May 23, 1952

Date Accepted: July 10, 1952

Penalties: None of record

Claims: None of record

Remarks:

Date: 7-14-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H B Glaisyer

H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
FOR FILING

June 23, 1952

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

State Highway Contract No. 3633 for rock production on the Siskiyou Junction-Long Prairie Creek Section of the Green Springs Highway in Jackson and Klamath Counties, was completed by the contractor, M. C. Lininger & Sons, on May 23, 1952 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $1,261.03 will be released to the contractor after acceptance of this contract by the Commission. The total contract amount is $41,193.19, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

el

cc: Hansen & Rowland, Inc.
611 Henry Bldg.
Portland 4, Oregon

Hansen & Rowland, Inc.
Tacoma, Washington

NOTED ON CARD
6-23-52

RECEIVED
JUN [illegible]
FOR FILING

June 9, 1952

Maryland Casualty Co.
Baltimore 3, Maryland

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to M. C. Lininger & Sons on contract No. 3633, for rock production on the Siskiyou Junction-Long Prairie Creek Section of the Green Springs Highway in Jackson and Klamath Counties.

This payment, in the amount of $11,496.79, will be released to the contractor on or after June 19, 1952. The retained percentage is $1,235.02.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland, Inc,
611 Henry Bldg.
Portland 4, Oregon

Hansen & Rowland, Inc.
Puget Sound Bank Bldg.
Tacoma, Washington

NOTED ON CARD
[illegible] 52, [illegible]

Form E-1—10M—7-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 23, 1952

Section Siskiyou Jct.-Long Prairie Creek

Kind of work Rock Production

Highway Green Springs

Section prefix 15-8307

Contractor M. C. Lininger and Sons

Contract number 3633

Date of contract Feb. 1, 1952

Date of completion Sept. 30, 1952

Date work started March 31, 1952

Estimated date of completion ...., 19....

Amount of contract $ 39,475.00

Per cent of time elapsed 46.5 %

Estimated cost of completed project, exclusive of engineering $ 41,770.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 1580, 3.7 %

Date project was completed May 23, 1952

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed re-shaping of piles for measurement at M. P. 25.04 and 28.67 this date, which completes the work on this project.

He began dismantling crushing plant Tuesday and most of plant has been moved from the quarry site.

Transit party measured piles at M. P. 25.04 and 28.67, Friday.

RECEIVED
OFFICE OF
CONSTRUCTION ENGINEER

Signed H B Merrill Res. Engr.

Address Medford, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			25.14		
Miles partially completed					
Miles completed					
Total estimated quantities			11,500		
Estimated quantities moved or placed to date			11,500		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			10		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....1...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ....2...., Sheep-foot rollers ...., Trucks 6 ...., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	Cloudy		
Tuesday	"		
Wednesday	Clear		
Thursday	"		
Friday	"		
Saturday			

State Printing Dept. 41608

RECEIVED
MAR 18 1952
FOR FILING

March 17, 1952

M. C. Lininger & Sons
P. O. Box 1386
Medford, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3633, which was awarded to you on February 1, 1952 by the State Highway Commission, for rock production on the Siskiyou Junction-Long Prairie Creek Section of the Green Springs Highway in Jackson and Klamath Counties.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
FOR FILING

February 4, 1952

M. C. Lininger & Sons
P.O. Box 1386
Medford, Oregon

Gentlemen:

The State Highway Commission on February 1, 1952, awarded you Contract No. 3633 for the Siskiyou Junction-Long Prairie Creek Rock Production Project on the Green Springs Highway east and west of Pinehurst, in Jackson and Klamath Counties. This award was based on your low bid of $39,475.00 submitted on that date.

I am enclosing a copy of the proposal form, which contains specifications, and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhs
Encl.

cc: H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

25-8304 Lexington Rock Prod. Proj. on 1952
the Heppner & Lexington-Echo
#3634 Hwys., in vicinity of Lexington

R. H. Baldock

RECEIVED
FOR FILING

September 9, 1952

Lexington Section
Contract #3634

FINAL COST ANALYSIS

Heppner & Lexington-Echo Highway
Prefix 25 - 8304

Rock Production
Barney B. Helser, Contractor
John H. Walker, Resident Eng'r.

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/4"-½" Cr. Rock in S.P.	3,398.7	Cu. Yd.	$3.25	$2.42	$ 8,224.85	$11,045.78
½"-¼" " " " "	2,933.9	" "	3.25	2.42	7,100.04	9,535.18
¼"-#10 " " " "	1,317.9	" "	3.25	2.42	3,189.32	4,283.18
S. P. Screen Rejects	227.7	" "	.25	.25	56.93	56.93
P.A. #1, 3/4"-0" Cr. Rock in S.P.	478.6	" "	2.25	2.13	1,019.42	1,076.85
P.A. #2, 1¼"-3/4" Cr. Rock in S.P.	124.9	" "	2.50	2.42	302.26	312.25
P.A. #3, 3/4"-½" Cr. Rock in S. P.	31	" "	2.50	2.42	75.02	77.50
P.A. #4, ½"-¼" Cr. Rock in S. P.	31	" "	2.50	2.42	75.02	77.50
P.A. #5, ¼"-0" Cr. Rock in S. P.	31	" "	2.50	2.42	75.02	77.50
S.P. Haul Adj. Favor of Contractor	259.28	Yd. Mi.	.12	.12	31.11	31.11
3/4-0 Cr. Rock Stockpiled for the City of Lexington	595	Cu. Yd.	2.25	2.13	1,267.35	1,338.75
All Sizes of Cr. Oil Rock delivered & stockpiled for the City of Heppner	1,523	" "	3.50	3.08	4,690.84	5,330.50
3/4-0 Cr. Rock placed in S. P. at plant site for Morrow County	4,392	" "	2.20	2.03	8,915.76	9,674.25
					$35,022.94	$42,917.28

Gross Revenue	$42,917.28
Total Cost	35,022.94
Profit	$ 7,894.34

Net Profit Equals 18.4% of Gross Revenue

NOTED

Lexington Section
Contract #3634

Detail of Cost

Labor:		
Supervision	$ 750.00	
Labor	13,673.68	
Labor Insurance	879.84	
		$15,303.52
Equipment Rentals & Misc. Supplies:		
Equipment Rental (Owned)	$ 7,951.70	
Equipment Rental (Hired)	5,650.36	
Gas, Oil & Grease	2,599.53	
Bond	199.30	
P.L. & P.D. Insurance	191.29	
P. U. C. Fees	87.50	
Explosives	1,890.00	
Freight & Cartage	274.34	
Small Tools & Misc. Supplies	275.40	
General Overhead	600.00	
		19,719.42
Total Cost.		$35,022.94

Lexington Section
Contract #3634

Breakdown of Crushing Costs

Item	Quantity	Unit	Total Cost	Cost per Cu. Yd.
Move In & Setup	14,858	Cu. Yds.	$ 4,437.37	$ .299
Drill & Shoot	14,858	" "	3,666.51	.247
Load & Haul to Crusher	14,858	" "	4,510.00	.304
Crushing	14,858	" "	11,972.16	.805
Haul to Stockpile	14,858	" "	8 ,759.45	.589
Stockpile	14,858	" "	1,589.41	.106
			$34,934.90	$2.35

Average Haul on State Stockpile Rock	5.5 Miles
" " " City of Ione Rock	9.27 "
" " " City of Heppner Rock	9.86 "
" " " City of Lexington Rock	0.70 "

" " " Rock for Morrow County Stockpiled at Plant Site.

Lexington Section
Contract #3634

Remarks:

This was a State project for crushing and stockpiling 7,400 cubic yards of rock for maintenance. The contract was bid and awarded February 1, 1952, work started February 5, 1952, and completed May 14, 1952.

The contractor used the rock quarry, designated by the State, located on the southerly side of and adjacent to the Lexington-Echo Highway at M. P. 0.70.

The contractor started moving in his crushing equipment and compressor on February 5, 1952, started drilling immediately, drilled approximately 145 holes then compressor broke down and had to wait for parts. After the compressor was repaired and the balance of the holes were drilled and loaded the quarry was shot March 22, 1952.

The 3 crusher semi-portable crushing plant was setup during the drilling operation. Crushing started on a small scale March 17, using existing loose rock that was at quarry, and changed screens for correct sizing. After the quarry was shot the crushing plant went into full production on March 30, 2-8 hour shifts were started making good progress. During this setup rock was crushed for the State, City of Ione, City of Lexington, City of Heppner, and Morrow County for a total of 14,858 cubic yards.

This was a very good quarry the rock breaking small resulting in good production. The 14,858 cubic yards were produced in 400 hours crushing time for an average of 37 cubic yards per hour.

The contractor had good bid prices and equipment, and personally supervised, realizing a good profit.

E. H. Clymer
Chief Cost Analyst

By . . . George Kayser

RECEIVED
1952
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 10, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3634	4 Final	Barney B. Helser	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
11670	R 44017	$ 827.39	July 9, 1952

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

J. B. Hen
ACCOUNTING DIVISION

Specified Completion Date: July 31, 1952

Time Extensions: None

Completion Date: May 14, 1952

Date Accepted: July 10, 1952

Penalties: None of record

Claims: None of record

Remarks:

Date: 7-14-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

J. B. Hen

RECEIVED
JUN 12 1952
FOR FILING

4

June 12, 1952

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State Highway contract No. 3634 covering the Lexington Rock Production Project on the Heppner and Lexington-Echo Highway in Morrow County was completed by the contractor, Barney B. Helser, on May 14, 1952 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $827.39 will be released to the contractor after acceptance of the project by the Commission. The total contract amount is $26,573.78, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

6-12-52 g

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MAY 26 1952
FOR FILING

May 23, 1952

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Barney B. Helser in connection with contract No. 3634, covering the Lexington Rock Production Project on the Heppner and Lexington-Echo Highways in Morrow County.

This payment, in the amount of $1,064.40, will be released to the contractor on or after June 2, 1952. The amount of retained percentage is $796.28.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
5-23-52

Form E-1—5M—4-47

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

Section Lexington Rock Production
Highway Heppner and Lexongton - Echo
Contractor Barney B. Kelser
Date of contract 2/1/, 1952
Date work started 2/5, 1952
Amount of contract $ 24,050

For Week Ending May 9, 1952
Kind of work Rock Production
Section prefix 25-8304
Contract number 3634
Date of completion , 19
Estimated date of completion May 15, 1952
Per cent of time elapsed 55 %

Estimated cost of completed project, exclusive of engineering $ 26,700
Per cent of contract completed, based on total contract price 100 %
Engineering cost to date, $ 1,800, 93 %
Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor has completed project with exception of reject material for remeasurement purposes.

NOTED
H. G. SMITH

RECEIVED
MAY 1 2 1952
OFFICE OF
CONSTRUCTION ENGINEER

Signed Resident Engineer
Address Boardman, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			35		
Miles partially completed			35		
Miles completed			35		
Total estimated quantities			7,600		
Estimated quantities moved or placed to date			7,600		
Average daily quantities			--		
Average daily quantities necessary to complete project on time			--		
Number shifts per day			--		
Hours per shift			--		
Average force on project for week			--		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Cloudy		
Tuesday	Cloudy		
Wednesday	Cloudy		
Thursday	Cloudy Windy		
Friday	Fair		
Saturday			

STATE PRINTING DEPT.

RECEIVED
MAR
FOR FILING

March 7, 1952

Mr. Barney B. Helser
Gaylord
Oregon

Dear Sir:

We enclose herewith, for your records and files, two fully executed copies of contracts which were awarded to you by the State Highway Commission, as follows:

Contract No. 3625, for the Burns Rock Production Project on the Central Oregon and John Day-Burns Highways in Harney County, awarded January 31, 1952.

Contract No. 3634, for the Lexington Rock Production Project on the Heppner and Lexington-Echo Highways in Morrow County, awarded February 1, 1952.

Executed copies of the above contracts are also being sent to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

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RECEIVED
[illegible] 1952
FOR FILING

February 4, 1952

Mr. Barney B. Helser
P.O. Box 49
Gaylord, Oregon

Dear Mr. Helser:

The State Highway Commission on February 1, 1952, awarded you Contract No. 3634 for the Lexington Rock Production Project on the Heppner and Lexington-Echo Highways in Morrow County. This award was based on your low bid of $24,050.00 submitted on that date.

I am enclosing a copy of the proposal form, which contains specifications, and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhs
Encl.
cc: H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

FI-306(11) Landscaping Front Ave. 1952
(Steel Br.-Alder Se.) Sec.,
#3635 Pacific Hwy. West.

RECEIVED
JAN 4 - 1954
FOR FILING

mtl

31 December 1953

Mr. W. A. Bowes
Commissioner of Public Works
Portland, Oregon

Dear Commissioner Bowes:

Our letter of July 2[illegible], 1952 advised that all work on the planting contract for the Steel Bridge - Alder Street Section of the Front Avenue Project, Pacific Highway West, had been completed and accepted by the State excepting the area surrounding the Pump House construction. Please be advised that this exception — called in our landscaping contract "Couch Street-Ankeny Street Unit" — has been completed and accepted by the State, completing the original section referred to above.

The contractor's responsibility for maintenance is thus terminated. It is requested that the City take over the maintenance of the area in accordance with its agreement, effective on receipt of this letter. Two copies of the corrected plans for the above section will be forwarded for your information and files as soon as they have been completed.

Also, for your information, funds have been approved for the installation of a paved walk to take the place of the existing board walk from the service drive to the northbound lane of Harbor Drive near the northerly end of the project. This work will be accomplished by State forces at their earliest opportunity.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: Mr. A. J. Skelton
Mr. [illegible] H. Astrup

RECEIVED
FOR FILING
EI-2(6)(1)
3635

OREGON STATE HIGHWAY DEPARTMENT
(date)
Oct. 24, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3635	6-final	Knight Pearcy Nursery & Parkrose

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
19811	R-52322	$ 939.10	10/23/52

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Aug. 31, 1952

Time Extensions: None

Completion Date: Aug. 30, 1952

Date Accepted: Sep. 22, 1952

Penalties: None of record

Claims: None of record

Remarks:

Date: 10-27-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

a. a. Wicklander

[illegible]

RECEIVED
FOR FILING
F1-3
[illegible]

October 14, 1952

W. Talbot Sinclair, Manager
U. S. Fidelity & Guaranty Co.
201 Portland Trust Bldg.
Portland, Oregon

Dear Sir:

State Highway Contract No. 3635 for landscaping on the Front Avenue (Steel Bridge-Alder St.) Section of the Pacific Highway West in Multnomah County was completed by the contractor, Knight Pearcy Nursery and Parkrose Nursery, on August 30 and was formally accepted by the Highway Commission on September 22, 1952.

Final payment in the amount of $939.10 will be made to the contractor on or after October 24, 1952. The total contract amount is $31,303.32 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor on this job. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
10-14-52, ge

RECEIVED
FOR FILING

September 26, 1952

United States Fidelity and Guaranty Co.
201 Portland Trust Building
Portland, Oregon

Attention: W. Talbot Sinclair, Manager

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Knight Pearcy Nursery and Parkrose Nursery on Contract No. 3635 covering landscaping on the Front Avenue (Steel Bridge-Alder St.) Section of the Pacific Highway West in Multnomah County. This payment, in the amount of $2,406.08, will be made on or after October 7th. The retained percentage is $939.10.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - Mr. G. Keith Hutchings
729 S. W. Alder Street
Portland 5, Oregon

Noted on card
mk

RECEIVED
SEP 6 1952
FOR FILING

September 4, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advice you that work was completed on August 30, 1952 on Contract No. 3635, Front Avenue (Steel Bridge-Alder St.) Section, in connection with Federal Aid Project No. FI-306 (11).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

[illegible]:mlr

cc: John Cattrall

Form E-1

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Aug. 30, 1952, 19

Section Front Avenue (Steel Bridge-Alder Street)

Kind of work Landscaping

Highway Pacific West

Section prefix 26-1012

Contractor Knight Pearcy Nursery & Parkrose Nursery

Contract number 3675

Date of contract Feb. 1, 1952, 19

Date of completion Aug. 31, 1952, 19

Date work started March 12, 1952, 19

Estimated date of completion , 19

Amount of contract . . . . $ 34,571.97

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering . . . . $ 32,053.39

Per cent of contract completed, based on total contract price . . . . 89.5 %

Engineering cost to date $ 2,202.13, 77 %

Date project was completed Aug. 30, 1952, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Work on price agreement No. 3 has been completed, all other work had beem finished previously. Semi-final estimate has been completed and will be transmitted to the Division Engineer as seon as P. A. No. 3 is returned from the Salem office.

NOTED
H. G. SMITH

RECEIVED
SEP 4 - 1952
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
B. A. MARTIN

Signed D. J. Barbee D. J. Barbee, Res. Eng.

Address P. O. Box 4699 Portland 2, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING

RECEIVED
JUL [illegible] 1952
FOR FILING

July 28, 1952

Mr. W.A. Bowes
Commissioner of Public Works
Portland, Oregon

Dear Commissioner Bowes:

Please be advised that all work on the planting contract for the Steel Bridge - Alder Street Section of the Front Avenue Project, Pacific Highway West, with the exception of the area surrounding the Pump House construction, will be completed and accepted by the State on Monday, August 4, 1952.

Accordingly, the contractor's responsibility for maintenance will be terminated and it is requested that the City take over the maintenance of the area in accordance with its agreement and Mr. C.P. Keyser's letter of June 17, 1949.

Two copies of the corrected planting plan for the above section are attached for your information and files.

Very truly yours,

R.H. Baldock
State Highway Engineer

By

W.C. Williams
Assistant State Highway Engineer

2 attachments

cc M.H. Astrup

Form PR 2 (Revised 1946)

State Oregon

Federal Aid Project No. FI-306(11))

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 22nd day of July, 19 52, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 15th day of October, 19 51, a program, which was approved on the 28th day of December, 19 51, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 17th day of January, 1952; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of twenty-three thousand and 00/100 dollars ($ 23,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-8

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

~~Between~~ Roadside improvement between survey station 69+28.5 near the intersection of Glisan Street and Front Avenue and survey station 101+70 on Harbor Drive between Alder and Washington Streets, all in Portland without exception,

, length 0.609 miles, in Multnomah County,

being Oregon Federal Aid project No. FI-306(11), ~~consisting of~~ ~~miles~~ ~~roadway and~~ ~~bridges, each of more than 20 feet clear span,~~ ~~of a total length~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secondary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of twenty-three thousand and 00/100 dollars ($23,000.00), which does not exceed the authorized Federal pro rata share of thirty-eight thousand twenty-nine and 16/100 dollars ($38,029.16), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws of 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. **112**

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

Assistant STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

RECEIVED JUL 17 1952 DISTRICT

Oregon State Highway Department

Federal Aid Project
No. FI-306 (11)

FRONT AVENUE (STEEL BRIDGE-ALDER ST.) SECTION OF THE PACIFIC HIGHWAY WEST IN MULTNOMAH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 21, 1952

Type Code Y005
Landscaping (Sta. SH-69+28.5 to HH-101+70)

300	cu. yds.	Excavating Soil	$ 1.25	$ 375.00
300	cu. yds.	Furnishing and Placing Topsoil	1.65	495.00
2,400	lin. ft.	½-inch Galvanized Iron Pipe	.48	1,152.00
5,050	lin. ft.	3/4-inch Galvanized Iron Pipe	.55	2,777.50
4,300	lin. ft.	1-inch Galvanized Iron Pipe	.60	2,580.00
3,300	lin. ft.	1¼-inch Galvanized Iron Pipe	.73	2,409.00
1,750	lin. ft.	1½-inch Galvanized Iron Pipe	.79	1,382.50
1,550	lin. ft.	2-inch Galvanized Iron Pipe	.92	1,426.00
1,400	lin. ft.	2½-inch Galvanized Iron Pipe	1.26	1,764.00
1,400	lin. ft.	3-inch Galvanized Iron Pipe	1.88	2,632.00
1	only	1-inch Control Valves	13.53	13.53
5	only	1¼-inch Control Valves	16.78	83.90
15	only	1½-inch Control Valves	17.60	264.00
47	only	2-inch Control Valves	21.68	1,018.96
4	only	3/4-inch Quick-Coupling Hose Valves	7.62	30.48
45	only	½-inch Drain Valves	8.59	386.55
790	only	Sprinkler Heads, Pop-up, Non-revolving	3.90	3,081.00
10	only	Sprinkler Heads, Pop-up, Revolving	12.75	127.50
45	only	Shrubbery Heads	2.53	113.85
4.5	acres	Preparing Soil for Seeding	1,140.00	5,130.00
10	only	Furnishing and Planting Trees	13.50	135.00
200	only	Furnishing and Planting Shrubs	2.89	578.00
6,750	only	Furnishing and Planting Ground Covers	.29	1,957.50
50	only	Plant State-furnished Trees	9.00	450.00
290	lbs.	Grass Seed, Highland Bent	1.20	348.00
490	lbs.	Grass Seed, Creeping Red Fescue	1.05	514.50
200	lbs.	Grass Seed, Kentucky Blue	.87	174.00
80	cwt.	Inorganic Fertilizer (10-16-8)	4.32	345.60
40	cwt.	Ground Limestone	2.04	81.60
500	bales	Peat Moss	4.74	2,370.00
25	units	Sawdust	15.00	375.00
			Subtotal	$34,571.97
			10% Engr. & Cont.	3,457.19
			Total	$38,029.16

Length of Project	0.609 mile
Cost per mile	$62,445.28

Federal Funds- -	$23,000.00
State Funds- -	15,029.16
	$38,029.16

STATE-FURNISHED MATERIALS (NON-PARTICIPATING)

50	only	Trees from State-owned Nursery	$3.00	$150.00

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
State Funds for Maintenance: Chap. 529, laws 1939.

FRONT AVENUE (STEEL BRIDGE-ALDER ST.) SECTION

PROJECT NO. FI-306 (11)

All necessary rights of way have been acquired for this project.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

January 9, 1952

Oregon State Highway Department   Federal Aid Project No. FI-306 (11)

FRONT AVENUE (STEEL BRIDGE-ALDER ST.) SECTION
OF THE PACIFIC HIGHWAY WEST IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 9, 1952

Type Code Y005
Landscaping (Sta. ~~[illegible]~~ SH 69+28.5 to [illegible]-101+70)

300	cu. yds.	Excavating Soil	$ 2.00	$ 600.00
300	cu. yds.	Furnishing and Placing Topsoil	2.50	750.00
2,400	lin. ft.	½-inch Galvanized Iron Pipe	0.45	1,080.00
5,050	lin. ft.	3/4-inch Galvanized Iron Pipe	0.60	3,030.00
4,300	lin. ft.	1-inch Galvanized Iron Pipe	0.70	3,010.00
3,300	lin. ft.	1¼-inch Galvanized Iron Pipe	0.90	2,970.00
1,750	lin. ft.	1½-inch Galvanized Iron Pipe	1.10	1,925.00
1,550	lin. ft.	2-inch Galvanized Iron Pipe	1.25	1,937.50
1,400	lin. ft.	2½-inch Galvanized Iron Pipe	1.70	2,380.00
1,400	lin. ft.	3-inch Galvanized Iron Pipe	2.15	3,010.00
1	only	1-inch Control Valve	10.00	10.00
5	only	1¼-inch Control Valves	12.00	60.00
15	only	1½-inch Control Valves	18.00	270.00
47	only	2-inch Control Valves	21.00	987.00
4	only	3/4-inch Quick-Coupling Hose Valves	12.00	48.00
45	only	½-inch Drain Valves	6.00	270.00
790	only	Sprinkler Heads, Pop-up, Non-revolving	6.00	4,740.00
10	only	Sprinkler Heads, Pop-up, Revolving	12.00	120.00
45	only	Shrubbery Heads	3.00	135.00
4.5	acres	Preparing Soil for Seeding	1,500.00	6,750.00
10	only	Furnishing and Planting Trees	10.00	100.00
200	only	Furnishing and Planting Shrubs	5.00	1,000.00
6,750	only	Furnishing and Planting Ground Covers	0.60	4,050.00
50	only	Plant State-furnished Trees	5.00	250.00
290	lbs.	Grass Seed, Highland Bent	1.20	348.00
490	lbs.	Grass Seed, Creeping Red Fescue	1.00	490.00
200	lbs.	Grass Seed, Kentucky Blue	1.00	200.00
80	cwt.	Inorganic Fertilizer (10-[illegible])	5.00	400.00
40	cwt.	Ground Limestone	3.00	120.00
500	bales	Peat Moss	4.00	2,000.00
25	units	Sawdust	13.00	325.00
			Subtotal	43,365.50
			10% Engr. & Cont.	4,336.55
			Total	47,702.05

Length of Project ~~0.[illegible] mile~~ 0.614 mile
~~Cost per mile~~ ~~$111,455.38~~

Federal Funds- -$29,000.00
State Funds- 18,702.05

$47,702.05

STATE-FURNISHED MATERIAL (Non-Participating)

50 only	Trees from State-owned Nursery	$3.00	$ 150.00

Oregon State Highway Department

Federal Aid Project No. FI-306 (11)

[illegible] (S[illegible]-[illegible] ST.) SECTION

OF [illegible] HIGHWAY [illegible] IN [illegible] COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 9, 1952

Type Code Y005
Landscaping (Sta. [illegible]-69+28.5 to [illegible]-101+70)

300	cu. yds.	Excavating Soil	$ 2.00	$ 600.00
300	cu. yds.	Furnishing and Placing Topsoil	2.50	750.00
2,400	lin. ft.	½-inch Galvanized Iron Pipe	0.45	1,080.00
5,050	lin. ft.	3/4-inch Galvanized Iron Pipe	0.60	3,030.00
4,300	lin. ft.	1-inch Galvanized Iron Pipe	0.70	3,010.00
3,300	lin. ft.	1¼-inch Galvanized Iron Pipe	0.90	2,970.00
1,750	lin. ft.	1½-inch Galvanized Iron Pipe	1.10	1,925.00
1,550	lin. ft.	2-inch Galvanized Iron Pipe	1.25	1,937.50
1,400	lin. ft.	2½-inch Galvanized Iron Pipe	1.70	2,380.00
1,400	lin. ft.	3-inch Galvanized Iron Pipe	2.15	3,010.00
1	only	1-inch Control Valve	10.00	10.00
5	only	1¼-inch Control Valves	12.00	60.00
15	only	1½-inch Control Valves	18.00	270.00
47	only	2-inch Control Valves	21.00	987.00
4	only	3/4-inch Quick-Coupling Hose Valves	12.00	48.00
45	only	½-inch Drain Valves	6.00	270.00
790	only	Sprinkler Heads, Pop-up, Non-revolving	6.00	4,740.00
10	only	Sprinkler Heads, Pop-up, Revolving	12.00	120.00
45	only	Shrubbery Heads	3.00	135.00
4.5	acres	Preparing Soil for Seeding	1,500.00	6,750.00
10	only	Furnishing and Planting Trees	10.00	100.00
200	only	Furnishing and Planting Shrubs	5.00	1,000.00
6,750	only	Furnishing and Planting Ground Covers	0.60	4,050.00
50	only	Plant State-Furnished Trees	5.00	250.00
290	lbs.	Grass Seed, Highland Bent	1.20	348.00
490	lbs.	Grass Seed, Creeping Red Fescue	1.00	490.00
200	lbs.	Grass Seed, Kentucky Blue	1.00	200.00
80	cwt.	Inorganic Fertilizer ~~(10-6-4)~~ (10-10-9)	5.00	400.00
40	cwt.	Ground Limestone	3.00	120.00
500	bales	Peat Moss	4.00	2,000.00
25	units	Sawdust	13.00	325.00
			Subtotal	$43,365.50
			10% Engr. & Cont.	4,336.55
			Total	$47,702.05

.609

Length of Project ~~0.614~~ mile

Federal Funds- -	$29,000.00
State Funds- -	18,702.05
	$47,702.05

STATE-FURNISHED MATERIAL (NONPARTICIPATING)

50 only	Trees from State-owned Nursery	$3.00	$ 150.00

RECEIVED
MAR [illegible] 1952
FOR FILING

FI-306(11)

3635

March 13, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on March 12, 1952 on Contract No. 3635, Front Avenue (Steel Bridge-Alder St.) Section, in connection with Federal Aid Project No. FI-306 (11).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:cw

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MAR 1952
FOR FILING

March 7, 1952

Knight Pearcy Nursery &
Parkrose Nursery
10815 N. E. Sandy Blvd.
Portland 20, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3635, which was awarded to you on February 1, 1952 by the State Highway Commission, for landscaping on the Front Avenue (Steel Bridge-Alder St.) Section of the Pacific Highway West in Multnomah County.

We are also sending an executed copy of the above contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

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FOR FILING

February 4, 1952

Knight Pearcy Nursery and Parkrose Nursery
[illegible]15 N. E. Sandy Blvd.
Portland 16, Oregon

Gentlemen:

The State Highway Commission on February 1, 1952, awarded you Contract No. 3635 for the landscaping of Front Avenue Section of the Pacific Highway West in the City of Portland, Multnomah County. This award was based on your low bid of $34,5[illegible]1.9[illegible] submitted on that date.

I am enclosing a copy of the proposal form, which contains specifications, and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mba
Encl.

cc: H. G. Smith
S. H. Probert
Mark Astrup
W. M. Franzwa, SIAC
Parkrose Nursery

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1952
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DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

February 1, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project FI-306(11), Front Avenue (Steel Bridge-Alder Street) Section of the Pacific Highway West in Portland, to Knight Pearcy Nursery and Parkrose Nursery of Portland, low bidder in the amount of $34,571.97 at the February 1, 1952 bid opening.

Very truly yours,

C G Polk

C. G. Polk
District Engineer

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OREGON
STATE HIGHWAY COMMISSION

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OFFICE OF CITY AUDITOR

CITY OF PORTLAND
OREGON

WILL GIBSON
CITY AUDITOR

January 30, 1952

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Department
Salem, Oregon

Dear Mr. Glaisyer:

Please be advised that the City Council, Wednesday, January 30, 1952, referred your communication listing projects on which bids are to be received on January 31 and February 1, 1952 (landscaping N. W. and S. W. Front Avenue from the Steele Bridge to S. W. Alder Street) to the Commissioner of Public Works, Mr. Wm. A. Bowes, for his consideration.

You will be further informed when Commissioner Bowes makes his report back to the Council.

Yours very truly,

Will Gibson

Auditor of the City of Portland

RLM:fb
Cal. 483

NOTED
H. B. GLAISYER

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FOR FILING
OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

January 17, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project FI-306 (11), Front Avenue-Steel Bridge (Glisan Street) - Alder Street Section of the Pacific Highway West in Portland, have today been recommended for approval, subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

C G Folk
C. G. FOLK
District Engineer

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OREGON DISTRICT

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71-30[illegible])

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

January 17, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Oregon Project FI-306(11)
Front Ave. (Steel Bridge-
Alder St.) Section of the
Pacific Highway West in
Portland - Letter of Intent

Dear Sir:

It has been determined that the subject project meets eligibility requirements, based on the criteria of essentiality described in Section Two of the Commissioner's memorandum of June 12, 1951, for an allotment of controlled materials and priority assistance.

Within the steel, copper and aluminum quantity limitations received from the Defense Production Administration, allotment of controlled materials will be made to the project when the contractor is ready to order his materials.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

NOTED
W. C. WILLIA

Copy made for [illegible]

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91-30

January 9, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to the proposed landscaping project on the Front Avenue (Steel Bridge-Alder St.) Section, Project No. FI-306 (11), Program Item No. 134.

It is our desire to include in this work fifty State-owned trees, reimbursement to the contractor being only for the planting of them.

The reason for this procedure is that in connection with the purchase of right of way for the T. H. Banfield Expressway it was necessary to purchase a rather large nursery stock, and the condition under which the purchase was made being this stock would not be sold but would be utilized in State work. No Federal participation is to be requested in the cost of the trees, this cost being approximately $150.00.

It is our request that you approve the use of these State-furnished materials.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW:gs

VED
reau of Water Works
R FILING

51-306 (11)

C
O
P
Y

Ben S. Morrow
Engineer & Gen. Manager

S. J. Benedict
Prin. Asst. Engineer

CITY OF PORTLAND, OREGON

Department of Public Utilities

Fred L. Peterson
Commissioner

November 7th, 1951

Mr. A. G. Skelton,
Division Engineer,
Oregon State Highway Commission,
PO Box 4699, Portland 2, Ore.

Dear Sir:

This is to acknowledge receipt of your letter of November 6th forwarding preliminary plans for the landscaping project for the Steel Bridge to Washington Street section of the Front Avenue project.

In our discussion regarding a supply of water for ships tied up at the sea wall it was proposed that the Water Bureau provide tees, valves and hose connections to the larger irrigation lines installed in the area between Harbor Drive and the sea wall.

We will check over the available water lines as shown on your maps and take up with you our proposed location for ship supply.

Very truly yours,

Ben S. Morrow
/s/ Engineer & General Manager.

BSM

c

BFI-35(6) Shogren O'Xing, Columbia 1952
River Hwy.
#3636

OREGON STATE HIGHWAY DEPARTMENT
(date)
Aug. 17, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3636	9-final	LOCKYEAR & WHITE INC.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
15520	R-73589	$ 10,174.29	8/14/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Aug. 31, 1952

Time Extensions: to Dec. 30, 1952

Completion Date: Dec. 30, 1952

Date Accepted: Feb. 17, 1953

Penalties: None

Claims: None

Remarks: Surety notified final to be paid on or after 6-11-53

Date:

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

NOTED ON CARD

a.a. Wicklander

RECEIVED
JUN 3 - 1953
FOR FILING

KF1- [illegible]

[illegible]

June 1, 1953

Pacific Indemnity Co.
240 Henry Bldg.
Seattle, Washington

Gentlemen:

State Highway Contract No. 3636 for constructing the Shogren Overcrossing on the Columbia River Highway in Wasco County was completed by the contractor, Lockyear & White, Inc., on December 30, 1952 and was formally accepted by the Highway Commission on February 17, 1953.

Final payment in the amount of $10,174.29 will be released to the contractor on or after June 11, 1953. The total contract amount is $108,394.49 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Pleast acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

cc: Durham & Bates
901 S. W. Washington
Portland 5, Oregon

NOTED ON CARD

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1953
FOR FILING

KEI-35( )

March 18, 1953

Lockyear & White, Inc.
P. O. Box 687
Longview, Washington

Gentlemen:

The State Highway Commission, at its meeting held on February 17, 1953, had under discussion your request for an extension of time of 30 days, from December 1 to December 30, 1952, within which to complete your contract No. 3636 for constructing the Shogren Overcrossing on the Columbia River Highway in Wasco County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Wm. E. Chandler,
Division Engineer

Robert Allison,
Resident Engineer

G. S. Paxson,
Bridge Engineer

NOTED ON CARD
3-18-53 g

RECEIVED
FOR FILING

February 3, 1953

State Highway Commission

Request for extension of time
No. 2
February 17-18 meeting

Gentlemen:

Re: Shogren Overcrossing on Columbia
River Highway, Contract 3[illegible]3
Lockyear & White, Inc., Contractor

Herewith copy of a request for a second extension of time in which to complete the work on the Shogren overcrossing of the Union Pacific Company's railroad on the Mosier to The Dalles Section of the Columbia River Highway in Wasco County. The contract completion date was August 31, 1952, and the contract was previously extended to December 1, 1952, without penalty to the contractor.

The structure was completed within the extension previously granted except for some surface finish and the removal of falsework, the falsework being kept in place in order to do the surface finish. The freezing weather in the last part of November was not suitable for this work, and we did not allow the contractor to proceed. All work was completed on December 30, 1952. Only a negligible amount of engineering expense was incurred during December.

It is recommended that the extension from December 1 to December 30, 1952 be granted without penalty to the contractor. Attached hereto is a copy of the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

GSP:gn

RECEIVED
FOR FILING
RF1-3-(1)

November 12, 1952

Lockyear & White, Inc.
P. O. Box 687
Longview, Washington

Gentlemen:

The State Highway Commission, at its meeting held on October 20, 1952, had under discussion your request for an extension of time of 90 days, from August 31 to December 1, 1952, within which to complete your contract No. 3636 covering the Thogren Overcrossing on the Columbia River Highway, Wasco County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Wm. A. Chandler,
Division Engineer

Robert Ellison,
Resident Engineer

G. S. Paxson,
Bridge Engineer

NOTED ON CARD
11-1

RECEIVED
FOR FILING

October 14, 1952

Request for extension of time
No. 17
October 20-21 meeting.

State Highway Commission

Gentlemen:

Re: Shogren Overcrossing
in Wasco County
Contract 3[illegible]

We are in receipt of a request for an extension of time from Lockyear & White, contractors for the Shogren Overcrossing, from August 31, 1952, the contract completion date on the project, to December 1, 1952, in order to complete the work. A copy of this request is attached.

The starting of construction on the project was delayed approximately 60 days after the contract was awarded because of difficulty of access to the work. This project is over the railroad tracks and quite a distance from any existing road. Snow and rain made an approach to the job over the adjacent farm land impractical. After starting the contract the contractors have pushed the work with due diligence.

We would recommend that the extension be granted without penalty to the contractor. Attached hereto is the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

GSP:gm

RECEIVED
FOR FILING

[illegible]

3636

March 5, 1952

Lockyear & White, Inc.
P. O. Box 687
Longview
Washington

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3636, which was awarded to you on February 1, 1952 by the State Highway Commission, covering construction of Shogren Overcrossing on the Columbia River Highway in Wasco County.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded

RECEIVED
FOR FILING

February 4, 1952

Lockyear and White
P.O. Box 687
Longview, Washington

Gentlemen:

The State Highway Commission on February 1, 1952, awarded you Contract No. 3636 for the Shogren Overcrossing project on the Columbia River Highway in Wasco County. This award was based on your low bid of $112,110.00 submitted on that date.

I am enclosing a copy of the proposal form, which contains specifications, and may be useful pending preparations of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mha
Encl.

cc: H. G. Smith
S. H. Probert
G. S. Paxson
W. M. Franzwa, SIAC

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FEB 7 1952
FOR FILING
OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

February 1, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project BFI-35(6), Shogren Overcrossing Structure on the Hood River Mosier Section of the Columbia River Highway, to Lockyear and White, Inc. of Longview, Washington, low bidder in the amount of $112,110.00 at the February 1, 1952 bid opening.

Very truly yours,

CGPolk

C. G. Polk
District Engineer

2

RECEIVED
FE[illegible] 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

January 16, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project BFI-35(6), Hood River-Mosier (Structures) Section of the Columbia River Highway, have today been recommended for approval subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

RECEIVED

FOR FILING

271-35(3)

January 2, 1952

Mr. C. G. Polk, District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Re: Mosier Overcrossing and Shogren
Overcrossing, F.A. RFI 35(6)

Reference is made to two overcrossings of the Union Pacific railroad in the vicinity of Mosier. This is your Program No. 21.

The first of these crossings, known as the Mosier Overcrossing, makes a connection between the old Columbia River Highway in the Town of Mosier and the relocated Columbia River Highway which lies to the north of the railroad tracks. All traffic which will use the proposed crossing now uses the old Columbia River Highway without a grade crossing of the railroad. In view of the terms of General Administrative Memorandum No. 325, the project is of no benefit to the Railroad Company.

The second of these crossings is known as the Shogren Overcrossing and is located approximately 1¼ miles east of Mosier. At this point the relocated Columbia River Highway, which to the west lies north of the Union Pacific tracks, overcrosses these tracks and continues on easterly on the south side of the tracks. All traffic using the relocated Columbia River Highway is now served by the existing Columbia River Highway which does not cross the Union Pacific tracks at grade. Under the terms of General Administrative Memorandum No. 325 this crossing is of no benefit to the railroad.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

[illegible]
cc G. S. Paxson

BFI-35(6) Project Agreement 1954

3636, 3639, 3732, 3791, 3909, 4008

Form PR 2 (Revised 1950)

1126

State Oregon

Project No. BFI-35(6)

Federal Aid Bond Issue

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

[illegible]
3637-3732
3101-3409
3636

BFI 35(6)

MEMORANDUM OF AGREEMENT made this 19th day of February, 19 54, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 20th day of November, 19 51, a program, which was approved on the 16th day of January, 19 52, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Bureau of Public Roads on the 16th day of January, 19 52, and

Whereas the Division Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of two hundred forty-eight thousand and 00/100 dollars ($ 248,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Proceeds of Bonds authorised by Chapter 491, Oregon Laws 1951, vis.:
(Include date and citation of act of legislature by which authorized)

Issue	Amount	Date of Issue	Beginning Date of Maturities
First	$15,000,000	Oct. 1, 1951	Oct. 1, 1952
Second	$15,000,000	Mar. 1, 1952	Mar. 1, 1953
Third	$10,000,000	Mar. 1, 1953	Mar. 1, 1954

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 1208+73 in the SE 1/4, Section 25, T. 3 N., R. 10 E., W.M., and survey station 1578+84.93 in the SW 1/4, Section 31, T. 3 N., R. 12 E., W.M., without exception,

, length 6.987 miles, in Hood River and Wasco Counties, being Oregon Federal Aid / Bond Issue project No. BFI-35(6), consisting of 6.852 miles of guard rail and sight posts and / six bridges, each of more than 20 feet clear span, 0.135 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of two hundred forty-eight thousand and 00/100 dollars ($ 248,000.00), which does not exceed the authorized Federal pro rata share of four hundred one thousand, three hundred ninety-one and 21/100 dollars ($ 401,391.21), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. No payments hereunder will be made to the State as the construction of said project progresses or immediately upon its completion, and no present or immediate obligation is created by this agreement against Federal-aid funds apportioned and now unobligated and available to the State, the purpose and intent of this agreement being to provide aid to the State, as authorized by section 5 of the Federal-Aid Highway Act of 1950, in retiring annual maturities of the principal indebtedness of the bonds mentioned in Article I hereof, and as such bonds mature annually and the State requests Federal reimbursement pursuant hereto to aid in meeting such annual maturities and certifies that such bonds have been retired the Bureau of Public Roads will submit vouchers to the Secretary of the Treasury for payment to the State Treasurer, hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon, of such sums based on such annual maturities as the State shall request and as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. If in any year no Federal funds apportioned to the State shall be unobligated and available from which payments hereunder may be made there shall be no obligation on the part of the Federal Government hereunder on account of bond maturities for that year.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written

Attest
SECRETARY

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Acting *Division Engineer,*
Bureau of Public Roads.

February 17, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of project agreement, signed by the Highway Commission, for the Hood River-Mosier (Structures), Project No. BFI-35 (6).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

RHC:gs

Encl.

November 24, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing five copies of estimate as a basis for project agreement for the Hood River-Mosier (Structures) Section, Project No. BFI-35 (6).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

JWN:eh

Oregon State Highway Department   Federal Aid Project No. HFI-35 (6)

HOOD RIVER-MOSIER (STRUCTURES) SECTION OF THE
COLUMBIA RIVER HIGHWAY IN WASCO AND HOOD RIVER COUNTIES

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 29, 1953

STRUCTURES

Type Code X021
Rock Creek Bridge (Sta. 1496+58 to 1497+78)(Contract No. 3639)

All Required		Shoring, Cribbing, Etc.		$ 7,855.00
60	cu. yds.	Excavation	$ 10.00	600.00
5	cu. yds.	Excavation Below Elevation Shown	20.00	100.00
430	lin. ft.	Furnish Treated Piling	1.40	602.00
12	only	Drive Piles	90.00	1,080.00
230	cu. yds.	Class "A" Concrete	68.00	15,640.00
63,000	lbs.	Metal Reinforcement	0.105	6,615.00
254	lin. ft.	Metal Handrail	12.00	3,048.00
				$ 35,540.00

Type Code X021
Mosier Creek Bridge (Sta. 1521+09 to 1522+91)(Contract No. 3639)

All Required		Shoring, Cribbing, Etc.		$ 11,287.00
110	cu. yds.	Excavation	$ 9.00	990.00
5	cu. yds.	Excavation Below Elevation Shown	18.00	90.00
820	lin. ft.	Furnish Treated Piling	1.40	1,148.00
920	lin. ft.	Furnish Untreated Piling	0.70	644.00
16	only	Drive Piles	90.00	1,440.00
36	only	Drive Untreated Piles	50.00	1,800.00
390	cu. yds.	Class "A" Concrete	68.00	26,520.00
105,000	lbs.	Metal Reinforcement	0.105	11,025.00
372	lin. ft.	Metal Handrail	12.00	4,464.00
				$ 59,408.00

Type Code X121
Shogren Overcrossing (Union Pacific Co.'s Tracks)(Sta. 1575+73.77 to 1578+84.93)(Contract No. 3636)

550	cu. yds.	Excavation	$ 15.00	$ 8,250.00
10	cu. yds.	Excavation Below Elevation Shown	15.00	150.00
980	cu. yds.	Class "A" Concrete	74.00	72,520.00
230,000	lbs.	Metal Reinforcement	0.105	24,150.00
640	lin. ft.	Metal Handrail	11.00	7,040.00
				$112,110.00

Type Code X221
Columbia River Bridge Grade Separation Structure
(Sta. 1221+48.99 to 1222+48.99) (Contract No. 3732)

150	cu. yds.	Structural Excavation	$ 2.50	$ 375.00
10	cu. yds.	Excavation Below Elevation Shown	5.00	50.00
700	lin. ft.	Furnish Treated Piling	1.41	987.00
1,200	lin. ft.	Furnish Untreated Piling	0.61	732.00
12	only	Drive Treated Piles	55.00	660.00
32	only	Drive Untreated Piles	35.00	1,120.00
190	cu. yds.	Class "A" Concrete	68.50	13,015.00
42,000	lbs.	Metal Reinforcement	0.10	4,200.00
280	sq. yds.	Concrete Slope Pavement	6.50	1,820.00
214	lin. ft.	Metal Handrail	8.90	1,904.60
				$ 24,863.60

Pumping System for Grade Separation Structure
at Sta. 1221+48.99 to 1222+48.99 (Contract No. 3732)

90	cu. yds.	Structural Excavation	$ 9.50	$ 855.00
10	cu. yds.	Excavation Below Elevation Shown	15.00	150.00
70	cu. yds.	Trench Excavation	6.00	420.00
30	cu. yds.	Class "A" Concrete	80.00	2,400.00
2,000	lbs.	Metal Reinforcement	0.10	200.00
All Required		Pumping System for Overcrossing		5,653.00
All Required		Miscellaneous Metal		240.00
				$ 9,918.00

Type Code X721
Mosier Grade Separation Structure (Sta. 1505+78.70) (Contract No. 3791)

55	cu. yds.	Structural Excavation	$ 7.00	$ 385.00
5	cu. yds.	Excavation Below Elevation Shown	10.00	50.00
860	lin. ft.	Furnish Treated Timber Piling	1.20	1,032.00
450	lin. ft.	Furnish Steel Piling	6.50	2,925.00
24	only	Drive Timber Piles	80.00	1,920.00
8	only	Drive Steel Piles	110.00	880.00
190	cu. yds.	Class "A" Concrete	75.00	14,250.00
41,000	lbs.	Metal Reinforcement	0.105	4,305.00
235	lin. ft.	Metal Rail	9.10	2,138.50
340	sq. yds.	Concrete Slope Pavement	7.50	2,550.00
				$ 30,435.50

Type Code X721
Columbia River Bridge Approach Undercrossing (Sta. 1215+50.83)
(Contract No. 4008)

All Required		Remove Section of Old Trestle		$ 1,000.00
All Required		Raise Section of Old Trestle		4,000.00
120	cu. yds.	Structural Excavation	$ 3.00	360.00

5	cu. yds.	Structural Excavation Below Elevation Shown	$ 10.00	$ 50.00
8	M-FBM	Treated Lumber in Place	390.00	3,120.00
176	cu. yds.	Class "A" Concrete	53.00	9,328.00
41,000	lbs.	Metal Reinforcement	0.11	4,510.00
70	lin. ft.	6-inch Metal Drain Pipe	3.00	210.00
				$ 22,578.00

Subtotal	$294,853.10
10% Engr. & Cont.	29,485.31
Total	$324,338.41

Type Code Y007
Guard Rail (Sta. 1208+73 to Sta. 1575+74)(Contract No. 3909)

31,200	lin. ft.	Metal Guard Rail	$ 2.19	$ 68,328.00
430	only	Corrugated Metal Sight Posts	4.00	1,720.00

Subtotal	$ 70,048.00
10% Engr. & Cont.	7,004.80
Total	$ 77,052.80

Length of Roadway	6.852 miles
Length of Structures	0.135 mile
Total Length	6.987 miles
Cost per Mile	$11,245.30

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$ 77,052.80	$ 47,607.00	$ 29,445.80
Structures	324,338.41	200,393.00	123,945.41
	$401,391.21	$248,000.00	$153,391.21

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939; Chap. 491, laws 1951.
State Funds for Maintenance: Chap. 529, laws 1939

Oregon State Highway Department

Federal Aid Project
No. BFI-35 (6)

HOOD RIVER-MOSIER (STRUCTURES) SECTION

OF THE COLUMBIA RIVER HIGHWAY IN WASCO AND HOOD RIVER COUNTIES

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, July 22, 1953

Structures

Type Code X021
Rock Creek Bridge (Sta. 1496+28 to 1497+72) (Contract No. 3632)

All Required		Shoring, Cribbing, Etc.		$ 7,855.00
60	cu. yds.	Excavation	$10.00	600.00
5	cu. yds.	Excavation Below Elevation Shown	20.00	100.00
430	lin. ft.	Furnish Treated Piling	1.40	602.00
12	only	Drive Piles	90.00	1,080.00
230	cu. yds.	Class "A" Concrete	68.00	15,640.00
63,000	lbs.	Metal Reinforcement	0.105	6,615.00
254	lin. ft.	Metal Handrail	12.00	3,048.00
				$35,540.00

Type Code X021
Mosier Creek Bridge (Sta. 1921+09 to 1922+91) (Contract No. 3632)

All Required		Shoring, Cribbing, Etc.		$11,237.00
110	cu. yds.	Excavation	$ 9.00	990.00
5	cu. yds.	Excavation Below Elevation Shown	18.00	90.00
820	lin. ft.	Furnish Treated Piling	1.40	1,148.00
920	lin. ft.	Furnish Untreated Piling	0.70	644.00
16	only	Drive Piles	90.00	1,440.00
36	only	Drive Untreated Piles	50.00	1,800.00
390	cu. yds.	Class "A" Concrete	68.00	26,520.00
105,000	lbs.	Metal Reinforcement	0.105	11,025.00
372	lin. ft.	Metal Handrail	12.00	4,464.00
				$59,408.00

Type Code X121
Shogren Overcrossing (Union Pacific County's Tracks) (Sta. 1575+73.77 to 1578+84.93)
(Contract No. 3730)

550	cu. yds.	Excavation	$15.00	$ 8,250.00
10	cu. yds.	Excavation below Elevation Shown	15.00	150.00
980	cu. yds.	Class "A" Concrete	74.00	72,520.00
230,000	lbs.	Metal Reinforcement	0.105	24,150.00
640	lin. ft.	Metal Handrail	11.00	7,040.00
				$112,110.00

Type Code X221
Columbia River Bridge Grade Separation Structure
(Sta. 1221+48.99 to 1222+48.99) (Contract No. 3732)

150	cu. yds.	Structural Excavation	$ 2.50	$ 375.00
10	cu. yds.	Excavation Below Elevation Shown	5.00	50.00
700	lin. ft.	Furnish Treated Piling	1.41	987.00
1,200	lin. ft.	Furnish Untreated Piling	0.61	732.00
12	only	Drive Treated Piles	55.00	660.00
32	only	Drive Untreated Piles	35.00	1,120.00
190	cu. yds.	Class "A" Concrete	68.50	13,015.00
42,000	lbs.	Metal Reinforcement	0.10	4,200.00
280	sq. yds.	Concrete Slope Pavement	6.50	1,820.00
214	lin. ft.	Metal Handrail	8.90	1,904.60
				$24,863.60

Pumping System for Grade Separation Structure at Sta. 1221+48.99 to 1222+48.99
(Contract No. 3732)

90	cu. yds.	Structural Excavation	$ 9.50	$ 855.00
10	cu. yds.	Excavation below Elevation Shown	15.00	150.00
70	cu. yds.	Trench Excavation	6.00	420.00
30	cu. yds.	Class "A" Concrete	80.00	2,400.00
2,000	lbs.	Metal Reinforcement	0.10	200.00
All Required		Pumping System for Overcrossing		5,653.00
All Required		Miscellaneous Metal		240.00
				$ 9,918.00

Type Code X721
Hosier Grade Separation Structure (Sta. 1505+78.70) (Contract No. 3721)

55	cu. yds.	Structural Excavation	$ 7.00	$ 385.00
5	cu. yds.	Excavation below Elevation Shown	10.00	50.00
860	lin. ft.	Furnish Treated Timber Piling	1.20	1,032.00
450	lin. ft.	Furnish Steel Piling	6.50	2,925.00

24	only	Drive Timber Piles	$ 80.00	$ 1,920.00
8	only	Drive Steel Piles	110.00	880.00
190	cu. yds.	Class "A" Concrete	75.00	14,250.00
41,000	lbs.	Metal Reinforcement	0.105	4,305.00
235	lin. ft.	Metal Rail	9.10	2,138.50
340	sq. yds.	Concrete Slope Pavement	7.50	2,550.00
				$ 30,435.50

Type Code X721
Columbia River Bridge Approach Undercrossing (Sta. 1215+50.83)

All Required		Remove Section of Old Trestle	$	$ 1,000.00
All Required		Raise Section of Old Trestle		3,500.00
120	cu. yds.	Structural Excavation	10.00	1,200.00
5	cu. yds.	Structural Excavation below Elevation Shown	15.00	75.00
8	M-FBM	Treated Lumber in Place	300.00	2,400.00
176	cu. yds.	Class "A" Concrete	75.00	13,200.00
41,000	lbs.	Metal Reinforcement	0.12	4,920.00
70	lin. ft.	6-inch Metal Drain Pipe	3.00	210.00
				$26,505.00
			Subtotal	$298,780.10
			10% Engr. & Cont.	29,878.01
			Total	$328,658.11

Type Code Y007
Guard Rail (Sta. 1209+73 to Sta. 1575+74) (Contract No. 3909)

31,200	lin. ft.	Metal Guard Rail	$ 2.19	$ 68,328.00
430	only	Corrugated Metal Sight Posts	4.00	1,720.00
			Subtotal	$ 70,048.00
			10% Engr. & Cont.	7,004.80
			Total	$ 77,052.80

Length of Roadway	6.852 miles
Length of Structures	0.135 mile
Total Length	6.987 miles
Cost per Mile	$11,245.30

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$ 77,052.80	$ 47,670.00	$ 29,382.80
Structures	328,658.11	203,330.00	125,328.11
	$405,710.91	$251,000.00	$154,710.91

Oregon State Highway Department

Federal Aid Project
No. BFL-35 (6)

HOOD RIVER-MOSIER (STRUCTURES) SECTION OF THE
COLUMBIA RIVER HIGHWAY IN WASCO AND HOOD RIVER COUNTIES

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, March 23, 1953

STRUCTURES

Type Code X021
Rock Creek Bridge (Sta. 1496+56 to 1497+78) (Contract No. 3639)

All Required		Shoring, Cribbing, Etc.	$	$ 7,855.00
60	cu. yds.	Excavation	10.00	600.00
5	cu. yds.	Excavation below Elevation Shown	20.00	100.00
430	lin. ft.	Furnish Treated Piling	1.40	602.00
12	only	Drive Piles	90.00	1,080.00
230	cu. yds.	Class "A" Concrete	68.00	15,640.00
63,000	lbs.	Metal Reinforcement	0.105	6,615.00
254	lin. ft.	Metal Handrail	12.00	3,048.00
				$ 35,540.00

Type Code X021
Mosier Creek Bridge (Sta. 1521+09 to 1522+91) (Contract No. 3639)

All Required		Shoring, Cribbing, Etc.		$ 11,267.00
110	cu. yds.	Excavation	$ 9.00	990.00
5	cu. yds.	Excavation below Elevation Shown	18.00	90.00
820	lin. ft.	Furnish Treated Piling	1.40	1,148.00
920	lin. ft.	Furnish Untreated Piling	0.70	644.00
16	only	Drive Piles	90.00	1,440.00
36	only	Drive Untreated Piles	50.00	1,800.00
390	cu. yds.	Class "A" Concrete	68.00	26,520.00
105,000	lbs.	Metal Reinforcement	0.105	11,025.00
372	lin. ft.	Metal Handrail	12.00	4,464.00
				$ 59,408.00

Type Code X121
Shogren Overcrossing (Union Pacific Co.'s Tracks) (Sta. 1575+73.77 to 1578+84.93) (Contract No. 3636)

550	cu. yds.	Excavation	$15.00	$ 8,250.00
10	cu. yds.	Excavation below Elevation Shown	15.00	150.00
980	cu. yds.	Class "A" Concrete	74.00	72,520.00
230,000	lbs.	Metal Reinforcement	0.105	24,150.00
640	lin. ft.	Metal Handrail	11.00	7,040.00
				$112,110.00

Type Code X221
Columbia River Bridge Grade Separation Structure (Sta. 1221+48.99 to 1222+48.99) (Contract No. 3732)

150	cu. yds.	Structural Excavation	$ 2.50	$ 375.00
10	cu. yds.	Excavation below Elevation Shown	5.00	50.00
700	lin. ft.	Furnish Treated Piling	1.41	987.00
1,200	lin. ft.	Furnish Untreated Piling	0.61	732.00
12	only	Drive Treated Piles	55.00	660.00
32	only	Drive Untreated Piles	35.00	1,120.00
190	cu. yds.	Class "A" Concrete	68.50	13,015.00
42,000	lbs.	Metal Reinforcement	0.10	4,200.00
280	sq. yds.	Concrete Slope Pavement	6.50	1,820.00
214	lin. ft.	Metal Handrail	8.90	1,904.60
				$ 24,363.60

Pumping System for Grade Separation Structure at Sta. 1221+48.99 to 1222+48.99 (Contract No. 3732)

90	cu. yds.	Structural Excavation	$ 9.50	$ 855.00
10	cu. yds.	Excavation below Elevation Shown	15.00	150.00
70	cu. yds.	Trench Excavation	6.00	420.00
30	cu. yds.	Class "A" Concrete	80.00	2,400.00
2,000	lbs.	Metal Reinforcement	0.10	200.00
All Required		Pumping System for Overcrossing		5,653.00
All Required		Miscellaneous Metal		240.00
				$ 9,918.00

Type Code X721
Mosier Grade Separation Structure (Sta. 1505+78.70) (Contract No. 3791)

55	cu. yds.	Structural Excavation	$ 7.00	$ 385.00
5	cu. yds.	Excavation below Elevation Shown	10.00	50.00
860	lin. ft.	Furnish Treated Timber Piling	1.20	1,032.00
450	lin. ft.	Furnish Steel Piling	6.50	2,925.00
24	only	Drive Timber Piles	80.00	1,920.00

8	only	Drive Steel Piles	$110.00	$ 880.00
190	cu. yds.	Class "A" Concrete	75.00	14,250.00
41,000	lbs.	Metal Reinforcement	0.105	4,305.00
235	lin. ft.	Metal Rail	9.10	2,138.50
340	sq. yds.	Concrete Slope Pavement	7.50	2,550.00
				$ 30,435.50

Subtotal	$272,275.10
10% Engr. & Cont.	27,227.51
Total	$299,502.61

Type Code Y007
Guard Rail (Sta. 1208+73 to Sta. 1575+74)

31,200	lin. ft.	Metal Guard Rail	$ 2.50	$ 78,000.00
430	only	Corrugated Metal Sight Posts	2.50	1,075.00

Subtotal	$ 79,075.00
10% Engr. & Cont.	7,907.50
Total	$ 86,982.50

Length of Roadway	6.852 Miles
Length of Structures	0.135 Mile
Total Length	6.987 Miles
Cost per Mile	$12,694.46

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$ 86,982.50	$ 53,789.00	$ 33,193.50
Structures	299,502.61	185,211.00	114,291.61
	$386,485.11	$239,000.00	$147,485.11

Oregon State Highway Department

Federal Aid Project
No. BFI-35 (6)

HOOD RIVER-MOSIER (STRUCTURES) SECTION OF THE COLUMBIA RIVER HIGHWAY IN WASCO AND HOOD RIVER COUNTIES

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, August 1, 1952

STRUCTURES

Type Code X021
Rock Creek Bridge (Sta. 1496+58 to 1497+78) (Contract No. 3639)

All Required		Shoring, Cribbing, Etc.	$	$ 7,855.00
60	cu. yds.	Excavation	10.00	600.00
5	cu. yds.	Excavation Below Elevation Shown	20.00	100.00
430	lin. ft.	Furnish Treated Piling	1.40	602.00
12	only	Drive Piles	90.00	1,080.00
230	cu. yds.	Class "A" Concrete	68.00	15,640.00
63,000	lbs.	Metal Reinforcement	0.105	6,615.00
254	lin. ft.	Metal Handrail	12.00	3,048.00
				$ 35,540.00

Type Code X021
Mosier Creek Bridge (Sta. 1521+09 to 1522+91) (Contract No. 3639)

All Required		Shoring, Cribbing, Etc.	$	$ 11,287.00
110	cu. yds.	Excavation	9.00	990.00
5	cu. yds.	Excavation Below Elevation Shown	18.00	90.00
820	lin. ft.	Furnish Treated Piling	1.40	1,148.00
920	lin. ft.	Furnish Untreated Piling	0.70	644.00
16	only	Drive Piles	90.00	1,440.00
36	only	Drive Untreated Piles	50.00	1,800.00
390	cu. yds.	Class "A" Concrete	68.00	26,520.00
105,000	lbs.	Metal Reinforcement	0.105	11,025.00
372	lin. ft.	Metal Handrail	12.00	4,464.00
				$ 59,408.00

Type Code X121
Shogren Overcrossing (Union Pacific Co.'s Tracks)
(Sta. 1575+73.77 to 1578+84.93) (Contract No. 3636)

550	cu. yds.	Excavation	$15.00	$ 8,250.00
10	cu. yds.	Excavation Below Elevation Shown	15.00	150.00
980	cu. yds.	Class "A" Concrete	74.00	72,520.00
230,000	lbs.	Metal Reinforcement	0.105	24,150.00
640	lin. ft.	Metal Handrail	11.00	7,040.00
				$112,110.00

pe Code X221
Columbia River Bridge Grade Separation Structure
(Sta. 1221+48.99 to 1222+48.99) (Contract No. 3732)

150	cu. yds.	Structural Excavation	$ 2.50	$ 375.00
10	cu. yds.	Excavation Below Elevation Shown	5.00	50.00
700	lin. ft.	Furnish Treated Piling	1.41	987.00
1,200	lin. ft.	Furnish Untreated Piling	0.61	732.00
12	only	Drive Treated Piles	55.00	660.00
32	only	Drive Untreated Piles	35.00	1,120.00
190	cu. yds.	Class "A" Concrete	68.50	13,015.00
42,000	lbs.	Metal Reinforcement	0.10	4,200.00
280	Sq. Yds.	Concrete Slope Pavement	6.50	1,820.00
214	lin. ft.	Metal Handrail	8.90	1,904.60
				$ 24,863.60

Pumping System for Grade Separation Structure at
(Sta. 1221+48.99 to 1222+48.99) (Contract No. 3732)

90	cu. yds.	Structural Excavation	$ 9.50	$ 855.00
10	cu. yds.	Excavation below Elevation Shown	15.00	150.00
70	cu. yds.	Trench Excavation	6.00	420.00
30	cu. yds.	Class "A" Concrete	80.00	2,400.00
2,000	lbs.	Metal Reinforcement	0.10	200.00
All Required		Pumping System for Overcrossing		5,653.00
All Required		Miscellaneous Metal		240.00
				$ 9,918.00

Type Code X721
Mosier Grade Separation Structure (Sta. 1505+78.70

55	cu. yds.	Structural Excavation	$10.00	$ 550.00
5	cu. yds.	Excavation Below Elevation Shown	20.00	100.00
860	lin. ft.	Furnish Treated Timber Piling	1.60	1,376.00
450	lin. ft.	Furnish Steel Piling	4.20	1,890.00
24	only	Drive Timber Piles	65.00	1,560.00
8	only	Drive Steel Piles	75.00	600.00
190	cu. yds.	Class "A" Concrete	65.00	12,350.00
41,000	lbs.	Metal Reinforcement	0.11	4,510.00
235	lin. ft.	Metal Rail	12.00	2,820.00
340	sq. yds.	Concrete Slope Pavement	7.00	2,380.00
				$ 28,136.00

Subtotal	$269,975.60
10% Engr. & Cont.	26,997.56
Total	$296,973.16

Length of Structures 0.135 mile

Federal Funds	$184,000.00
State Funds	112,973.16
	$296,973.16

Oregon State Highway Department

Federal Aid Project
No. FI-35 (6)

HOOD RIVER-MOSIER (STRUCTURES) SECTION OF THE COLUMBIA RIVER HIGHWAY IN WASCO AND HOOD RIVER COUNTIES

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, May 9, 1952

STRUCTURES

Type Code X021
Rock Creek Bridge (Sta. 1496+56 to 1497+78)(Contract No. 3639)

All Required		Shoring, Cribbing, Etc.	$	$ 7,855.00
60	cu. yds.	Excavation	10.00	600.00
5	cu. yds.	Excavation below Elevation Shown	20.00	100.00
430	lin. ft.	Furnish Treated Piling	1.40	602.00
12	only	Drive Piles	90.00	1,080.00
230	cu. yds.	Class "A" Concrete	68.00	15,640.00
63,000	lbs.	Metal Reinforcement	0.105	6,615.00
254	lin. ft.	Metal Handrail	12.00	3,048.00
				$ 35,540.00

Type Code X021
Mosier Creek Bridge (Sta. 1521+09 to 1522+91)(Contract No. 3639)

All Required		Shoring, Cribbing, Etc.	$	$ 11,287.00
110	cu. yds.	Excavation	9.00	990.00
5	cu. yds.	Excavation below Elevation Shown	18.00	90.00
820	lin. ft.	Furnish Treated Piling	1.40	1,148.00
920	lin. ft.	Furnish Untreated Piling	0.70	644.00
16	only	Drive Piles	90.00	1,440.00
36	only	Drive Untreated Piles	50.00	1,800.00
390	cu. yds.	Class "A" Concrete	68.00	26,520.00
105,000	lbs.	Metal Reinforcement	0.105	11,025.00
372	lin. ft.	Metal Handrail	12.00	4,464.00
				$ 59,408.00

Type Code X121
Shogren Overcrossing (Union Pacific Company's Tracks)(Sta. 1575+73.77 to 1578+84.93) Contract 3636

550	cu. yds.	Excavation	$15.00	$ 8,250.00
10	cu. yds.	Excavation below Elevation Shown	15.00	150.00
980	cu. yds.	Class "A" Concrete	74.00	72,520.00
230,000	lbs.	Metal Reinforcement	0.105	24,150.00
640	lin. ft.	Metal Handrail	11.00	7,040.00
				$112,110.00

Type Code X221
Columbia River Bridge Grade Separation Structure
(Sta. 1221+48.99 to 1222+48.99)

150	cu. yds.	Structural Excavation	$12.00	$ 1,800.00
10	cu. yds.	Excavation below Elevation Shown	15.00	150.00
700	lin. ft.	Furnish Treated Piling	1.60	1,120.00
1,200	lin. ft.	Furnish Untreated Piling	0.60	720.00
12	only	Drive Treated Piles	50.00	600.00
32	only	Drive Untreated Piles	50.00	1,600.00
190	cu. yds.	Class "A" Concrete	65.00	12,350.00
42,000	lbs.	Metal Reinforcement	0.12	5,040.00
280	sq. yds.	Concrete Slope Pavement	5.00	1,400.00
214	lin. ft.	Metal Handrail	12.00	2,568.00
				$ 27,348.00

Pumping System for Grade Separation Structure at
(Sta. 1221+48.99 to 1222+48.99)

90	cu. yds.	Structural Excavation	$12.00	$ 1,080.00
10	cu. yds.	Excavation below Elevation Shown	15.00	150.00
70.	cu. yds.	Trench Excavation	3.00	210.00
30	cu. yds.	Class "A" Concrete	65.00	1,950.00
2,000	lbs.	Metal Reinforcement	0.12	240.00
All Required		Pumping System for Overcrossing		5,000.00
All Required		Miscellaneous Metal		200.00
				$ 8,830.00
		Subtotal		$243,236.00
		10% Engr. & Cont.		24,323.60
		Total		$267,559.60

Length of Structures 0.135 Mile

Federal Funds..	$166,000.00
State Funds..	101,559.60
	$267,559.60

Oregon State Highway Department   Federal Aid Project No. BFI-35 (6)

HOOD RIVER-MOSIER (STRUCTURES) SECTION

OF THE COLUMBIA RIVER HIGHWAY IN WASCO AND HOOD RIVER COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 14, 195?

STRUCTURES

Type Code X021
Rock Creek Bridge (Sta. 14[illegible] to 1497+70)

All Required		Shoring, Cribbing, Etc.		$ 5,000.00
60	cu. yds.	Excavation	$ 8.00	480.00
5	cu. yds.	Excavation Below Elevation Shown	10.00	50.00
430	lin. ft.	Furnish Treated Piling	1.50	645.00
12	only	Drive Piles	45.00	540.00
230	cu. yds.	Class "A" Concrete	65.00	14,950.00
63,000	lbs.	Metal Reinforcement	0.12	7,560.00
254	lin. ft.	Metal Handrail	12.00	3,048.00
				$ 32,273.00

Type Code X021
Mosier Creek Bridge (Sta. 1521+09 to 1522+91)

All Required		Shoring, Cribbing, Etc.		$ 7,500.00
110	cu. yds.	Excavation	$ 8.00	880.00
5	cu. yds.	Excavation Below Elevation Shown	10.00	50.00
820	lin. ft.	Furnish Treated Piling	1.50	1,230.00
920	lin. ft.	Furnish Untreated Piling	0.65	598.00
16	only	Drive Piles	45.00	720.00
36	only	Drive Untreated Piles	40.00	1,440.00
390	cu. yds.	Class "A" Concrete	65.00	25,350.00
105,000	lbs.	Metal Reinforcement	0.12	12,600.00
372	lin. ft.	Metal Handrail	12.00	4,464.00
				$ 54,832.00

Type Code X121
Shogren Overcrossing (Union Pacific Company's Tracks)
(Sta. 1575+73.77 to 157[illegible]+34.23)

550	cu. yds.	Excavation	$ 8.00	$ 4,400.00
10	cu. yds.	Excavation Below Elevation Shown	10.00	100.00
980	cu. yds.	Class "A" Concrete	65.00	63,700.00

230,000	lbs.	Metal Reinforcement	$ 0.12	$ 27,600.00
640	lin. ft.	Metal Handrail	12.00	7,680.00
				$103,480.00
			Subtotal	$190,585.00
			10% Engr. & Cont.	19,058.50
			Total	$209,643.50

Length of Structures- - - 0.116 mile

Federal Funds- -	$130,000.00
State Funds- -	79,643.50
	$209,643.50

Oregon State Highway Department

Federal Aid Project No. 3FI-55 (6)

HOOD RIVER-[illegible] ([illegible]) SECTION
OF THE COLUMBIA RIVER HIGHWAY IN [illegible] AND HOOD RIVER COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.) ok

Salem, Oregon, January 14, 1952

[illegible] (STA. 1505+78.70)

Type Code X521
Mosier Overcrossing (Sta. 1510+55.5 to 1512+28.5)

All Required	Shoring, Cribbing, Etc.		
350 cu. yds.	Excavation		$ 5,000.00
5 cu. yds.	Excavation Below Elevation Shown	$ 8.00	2,800.00
470 cu. yds.	Class "A" Concrete	10.00	50.00
97,000 lbs.	Metal Reinforcement	65.00	30,550.00
360 lin. ft.	Metal Handrail	0.12	11,640.00
		12.00	4,320.00
	Subtotal		$ 54,360.00
	10% Engr. & Cont.		5,436.00
	Total		$ 59,796.00

Length- - - - - - - - - - - -0.00 mile

STRUCTURES

Type Code [illegible]
Rock Creek Bridge (Sta. 1476+[illegible] to 1477+78)

All Required	Shoring, Cribbing, Etc.		
60 cu. yds.	Excavation		$ 5,000.00
5 cu. yds.	Excavation Below Elevation Shown	$ 8.00	480.00
430 lin. ft.	Furnish Treated Piling	10.00	50.00
12 only	Drive Piles	1.50	645.00
230 cu. yds.	Class "A" Concrete	45.00	540.00
63,000 lbs.	Metal Reinforcement	65.00	14,950.00
254 lin. ft.	Metal Handrail	0.12	7,560.00
		12.00	3,048.00
			$ 32,273.00

(7)

Type Code X021
Mosier Creek Bridge (Sta. 1521+09 to 1522+91)

All Required		Shoring, Cribbing, Etc.		$ 7,500.00
110	cu. yds.	Excavation	$ 8.00	880.00
5	cu. yds.	Excavation Below Elevation Shown	10.00	50.00
820	lin. ft.	Furnish Treated Piling	1.50	1,230.00
920	lin. ft.	Furnish Untreated Piling	0.65	598.00
16	only	Drive Piles	45.00	720.00
36	only	Drive Untreated Piles	40.00	1,440.00
390	cu. yds.	Class "A" Concrete	65.00	25,350.00
105,000	lbs.	Metal Reinforcement	0.12	12,600.00
372	lin. ft.	Metal Handrail	12.00	4,464.00
				$ 54,832.00

Type Code X121
Shorren Overcrossing (Union Pacific Company's Tracks)
(Sta. 1575+73.77 to 1578+84.93)

550	cu. yds.	Excavation	$ 8.00	$ 4,400.00
10	cu. yds.	Excavation Below Elevation Shown	10.00	100.00
980	cu. yds.	Class "A" Concrete	65.00	63,700.00
230,000	lbs.	Metal Reinforcement	0.12	27,600.00
640	lin. ft.	Metal Handrail	12.00	7,680.00
				$103,480.00

Subtotal	$190,585.00
10% Engr. & Cont.	19,058.50
Total	$209,643.50

Length of Structures- - - 0.116 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Mosier Connection (Structure)	$ 59,796.00	$ 37,062.00	$ 22,734.00
Structures	209,643.50	129,938.00	79,705.50
	$269,439.50	$167,000.00	$102,439.50

Federal Funds
State Funds

130000
79643.50
209,643.50

Oregon State Highway Department

Federal Aid Project No. BFI-35 (6)

HOOD RIVER-MOSIER (STRUCTURES) SECTION
OF THE COLUMBIA RIVER HIGHWAY IN WASCO AND HOOD RIVER ~~COUNTY~~ Counties

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 11, 1952

[illegible] [illegible] (STA. 1505+78.70)

Type Code X521
Mosier Overcrossing (Sta. 1510+55.5 to 1512+28.5)

All Required		Shoring, Cribbing, Etc.		$ 5,000.00
350	cu. yds.	Excavation	$ 8.00	2,800.00
5	cu. yds.	Excavation Below Elevation Shown	10.00	50.00
470	cu. yds.	Class "A" Concrete	65.00	30,550.00
97,000	lbs.	Metal Reinforcement	0.12	11,640.00
360	lin. ft.	Metal Handrail	12.00	4,320.00
			Subtotal	$ 54,360.00
			10% Engr. & Cont.	5,436.00
			Total	$ 59,796.00

Length- - - - - - - - - - - 0.00 mile

STRUCTURES

Type Code X021
Rock Creek Bridge (Sta. 1496+52 to 1497+78)

All Required		~~Clearing and Grubbing~~ Shoring, Cribbing, Etc.		$ 5,000.00
60	cu. yds.	Excavation	$ 8.00	480.00
5	cu. yds.	Excavation Below Elevation Shown	10.00	50.00
430	lin. ft.	Furnish Treated Piling	1.50	645.00
12	only	Drive Piles	45.00	540.00
230	cu. yds.	Class "A" Concrete	65.00	14,950.00
63,000	lbs.	Metal Reinforcement	0.12	7,560.00
254	lin. ft.	Metal Handrail	12.00	3,048.00
				$ 32,273.00

Type Code X021
Mosier Creek Bridge (Sta. 1521+09 to 1522+91)

All Required		Cleaning Cutting Etc. ~~Clearing and Grubbing~~		$ 7,500.00
110	cu. yds.	Excavation	$ 8.00	880.00
5	cu. yds.	Excavation Below Elevation Shown	10.00	50.00
820	lin. ft.	Furnish Treated Piling	1.50	1,230.00
920	lin. ft.	Furnish Untreated Piling	0.65	598.00
16	only	Drive Piles	45.00	720.00
36	only	Drive Untreated Piles	40.00	1,440.00
390	cu. yds.	Class "A" Concrete	65.00	25,350.00
105,000	lbs.	Metal Reinforcement	0.12	12,600.00
372	lin. ft.	Metal Handrail	12.00	4,464.00
				$ 54,832.00

Type Code X121
Shogren Overcrossing (Union Pacific Company's Tracks)
(Sta. 1575+73.77 to 157[illegible]+84.92)

550	cu. yds.	Excavation	$ 8.00	$ 4,400.00
10	cu. yds.	Excavation Below Elevation Shown	10.00	100.00
980	cu. yds.	Class "A" Concrete	65.00	63,700.00
230,000	lbs.	Metal Reinforcement	0.12	27,600.00
640	lin. ft.	Metal Handrail	12.00	7,680.00
				$103,480.00

Subtotal	$190,585.00
10% Engr. & Cont.	19,058.50
Total	$209,643.50

Length of Structures- - - 0.118 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Mosier Connection (Structure)	$ 59,796.00	$ 37,062.00	$ 22,734.00
Structures	209,643.50	129,938.00	79,705.50
	$269,439.50	$167,000.00	$102,439.50

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

May 12, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project BFI-35(6), Hood River-Mosier (Structures) Section of the Columbia River Highway, have today been recommended for approval subject to such changes as may be required by our Division Office.

This is to authorize your advertising for bids.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

May 12, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project EFI-35(6), Hood River-Mosier (Structures) Section of the Columbia River Highway, have today been recommended for approval subject to such changes as may be required by our Division Office.

This is to authorize your advertising for bids.

Very truly yours,

C. G. POLK
District Engineer

RNC

S-213(15) Summit-Buxton Section of the 1952
Nehalem Secondary Highway North
of Buxton.

#3637

January 15th, 1954

FINAL COST ANALYSIS

Summit-Buxton Section
Contract #3637

Paving
Porter W. Yett, Contractor
James Don, Resident Engineer

Nehalem Highway
Prefix 134-1064-201(41)

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
RS-1 Emuls. Asphalt in Tack Coat	3.11	Ton	$37.67	$44.00	$ 117.16	$ 136.84
Class "B" Asphaltic Concrete	10,167.54	"	7.00	7.00	71,211.99	71,172.78
3/4"-0 Material in Shoulders	264	Cu. Yd.	3.18	3.50	839.75	924.00
Sprinkling	35	M/Gal.	3.20	2.00	111.95	70.00
PA #1, Placing 3/4"-0 Material in Shoulders	2,752	Cu. Yd.	2.43	2.75	6,659.84	7,568.00
					$78,940.69	$79,871.62

Gross Revenue	$79,871.62
Total Cost	78,940.69
Net Profit	$ 930.93

Net Profit Equals 1.16% of Gross Revenue

NOTED
State Highway Engineer

Summit-Buxton Section
Nehalem Highway
Washington County
Contract #3637

Detail of Cost

Labor:			
Labor		$23,819.22	
Labor Insurance		1,381.51	
			$25,200.73
Materials:			
85/100 Asphalt	699 Tons at $24.00	$16,776.00	
Bitumals	3.11 " " 26.00	80.86	
			16,856.86
Equipment Rental & Misc. Supplies:			
Equipment Rental (Owned)		$20,183.31	
" " (Hired)		900.00	
Gas, Oil & Grease		7,673.96	
Bond		599.54	
P.L. & P.D. Insurance		428.75	
Small Tools		82.54	
Freight on Materials		1,723.57	
Office Overhead, Telephone & Travel Expense		587.30	
Explosives		2,307.98	
General Overhead		2,396.15	
			36,883.10
Total Cost			$78,940.69

Summit-Buxton Section
Nehalem Highway
Washington County
Contract #3637

Detail of Cost

Labor:			
Labor		$23,819.22	
Labor Insurance		1,381.51	
			$25,200.73
Materials:			
85/100 Asphalt	699 Tons at $24.00	$16,776.00	
Bitumals	3.11 " " 26.00	80.86	
			16,856.86
Equipment Rental & Misc. Supplies:			
Equipment Rental (Owned)		$20,183.31	
" " (Hired)		900.00	
Gas, Oil & Grease		7,673.96	
Bond		599.54	
P.L. & P.D. Insurance		428.75	
Small Tools		82.54	
Freight on Materials		1,723.57	
Office Overhead, Telephone & Travel Expense		587.30	
Explosives		2,307.98	
General Overhead		2,396.15	
			36,883.10
Total Cost			$78,940.69

Contract #3637

Remarks:

This was a "Regular Federal Aid Project" calling for the resurfacing of 5.24 miles of highway roadbed involving approximately 10,500 tons of asphaltic concrete pavement and construction of rock shoulders involving approximately 3,000 cu. yds. of 3/4"-0 crushed rock on the Summit-Buxton Section of the Nehalem Highway in Washington County. This project was worked in conjunction with and from the same setup as the Quartz Creek-North Plains project.

This project was bid December 21st, 1951, and awarded January 6th, 1952. The work was started on September 11th, 1952, and finished on November 15th, 1952.

The contractor started paving on September 11th, 1952, at the north end of the job, Station 171+50 (M.P. 70.78). He hauled the Class "B" asphaltic concrete from the Wolf Creek quarry where his paving plant and crusher were set up, an average haul of 13.5 miles. Six 8 cu. yd. company trucks and three 5 cu. yd. hired trucks were used for the haul. Paving was completed October 1st, 1952.

On November 5th, 1952, the contractor started hauling 3/4"-0 shoulder material with company-owned trucks and completed this work November 15th, 1952.

10,167.54 tons of Class "B" asphaltic concrete was produced in 131 operating hours. The daily average was 677.84 tons, or 77.6 tons per hour. There were 9.5 tons of rejects.

The contractor had good supervision and good equipment, but, due to the large amount of secondary shooting required in the quarry and the sorting and selecting of the rock, the crushing plant could not produce materials fast enough for continuous operation of the asphalt plant, and, as a result, the average daily tonnage was not as high as it should have been. Bid prices were fair, but the high cost of crushing and the loss of tonnage by the black plant increased the cost and allowed only a slight profit.

E. H. Clymer
Chief Cost Analyst

By . . H. R. Sturgis

RECEIVED

OREGON STATE HIGHWAY DEPARTMENT
(date)
Jan. 30, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3637	4-final	PORTER W. YETT

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
1199	R-59045	$ 2,396.15	Jan. 29, 1953

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: **Sep. 30, 1952**

Time Extensions: **extended to Nov. 16, 1952 without penalty**

Completion Date: **Nov. 15, 1952**

Date Accepted: **Jan. 6, 1953**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **1-30-53**

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: FEB 2 1953
A.A. Wichlander

2-2-53, gl

RECEIVED

FOR FILING

January 20, 1953

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

State Highway Contract No. 3637, for paving on the Summit-Buxton Section of the Nehalem Highway in Washington County, was completed by the contractor, Porter W. Yett, on November 15, 1952 and was formally accepted by the Highway Commission on January 6, 1953.

Final payment in the amount of $2,396.15 will be released to the contractor on or after January 30, 1953. The total contract amount is $79,871.62, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tate, Westenfelder & Berg, Inc.
614 Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD

1-21-53

RECEIVED
JAN 16 1953
FOR FILING

January 14, 1953

Mr. Porter W. Yett
6500 N. E. Ainsworth St.
Portland 13, Oregon

Dear Sir:

The State Highway Commission, at its meeting held on January 6, 1953, had under discussion your request for an extension of time of 47 days, from September 30 to November 16, 1952, within which to complete your contract No. 3637 for paving on the Summit-Buxton Section of the Nehalem Highway in Washington County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. G. Skelton,
Division Engineer

James Don,
Resident Engineer

H. G. Smith,
Construction Engineer

RECEIVED
1952
FOR FILING

S- [illegible]
1

December 26, 1952

Request for extension of time
No. 20
January 6, 1953 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Porter W. Yett for an extension of time on Contract No. 3637, Summit-Buxton Section of the Nehalem Secondary Highway, from September 30, 1952 to November 16, 1952.

The contractor operated this project in conjunction with the Quartz Creek-North Plains Contract No. 3620, utilizing the same quarry for both contracts. Difficulty was encountered in two other quarries which he opened up and attempted to use for these contracts, and he was considerably delayed because of the unsuitability of these quarries.

The contractors operations were entirely satisfactory, and the engineering expense remained commensurate to the work accomplished. I recommend that the extension be granted without penalty, and Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Enclosure

cc Mr. H. G. Smith

HGS: lg

RECEIVED
FOR FILING

December 16, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 3637, Summit - Buxton Section of the Nehalem Secondary Highway, Ore. S-213 (15), from September 30, 1952 to November 15, 1952, to Porter W. Yett, Contractor.

The contractor operated this project in conjunction with the Quartz Creek - North Plains Contract No. 3620, utilizing the same quarry for both contracts. Difficulty was encountered in two quarries which he opened up and attempted to use for these contracts, and he was considerably delayed on this account. The contractors operations were entirely satisfactory, and the engineering expense remained commensurate to the work accomplished.

I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

EAP:sh

cc H. G. Smith

RECEIVED
FOR FILING

November 26, 1952

Continental Casualty Company
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Porter W. Yett in connection with contract No. 3637, for paving on the Summit-Buxton Section of the Nehalem Highway in Washington County.

This payment, in the amount of $11,004.02, will be released to the contractor on or after December 5, 1952. The retained percentage is $2,396.15.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tate, Westenfilder & Berg, Inc.
614 Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD

Form E-1

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 22, 1952

Section Summit - Buxton

Kind of work Paving

Highway Nehalem

Section prefix 134-1064

Contractor Porter W. Yett

Contract number 3637

Date of contract February 1, 1952

Date of completion September 30, 1952

Date work started September 11, 1952

Estimated date of completion November 15, 1952

Amount of contract $ 84,974.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 72,303.62

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 2,600.00, 38.2 %

Date project was completed November 15, 1952

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Submitted semi-final estimate to division office
Wednesday, November 19, 1952.

RECEIVED
NOV 21 1952
OFFICE OF
CONSTRUCTION ENGINEER

Signed James Don
James Don, Res. Engr.

Address Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		5.24			5.24
Miles partially completed					
Miles completed		5.24			5.24
Total estimated quantities		1,500 C.Y.			10,500 Tons
Estimated quantities moved or placed to date		3,016 C.Y.			10,167.54 "
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING

RECEIVED
FOR FILING

[illegible]

[illegible]

November 18, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on November 15, 1952 on Contract No. 3637, Summit-Burton Section, in connection with Federal Aid Project No. S-213 (15).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp
cc: John Cattrall

RECEIVED

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

OFFICE OF A. G. SKELTON, DIVISION ENGINEER
F. T. YOUNG, ASSISTANT DIVISION ENGINEER
P.O. BOX 4699, PORTLAND 2, OREGON

PHONE: EM 2125

IN REPLY PLEASE REFER TO FILE NO.

October 21, 195[illegible]

NOTED
W. C. WILLIAMS

~~Mr. Porter W. Yett~~
6500 N.E. Ainsworth St.
Portland 18, Oregon

Dear Sir:

In connection with your contract #36[illegible] for the paving of the Quartz Creek-North Plains Unit of the Sunset Highway, and your contract #3637 for the paving of the Summit-Buxton Section of the Nehalem Highway, the matter of the completion of the shoulder construction through the section where the paving has been completed, is of serious concern to the Highway Department. On the Sunset Highway, your crew is now completing the placing of shoulder rock on the section from Quartz Creek to your plant, and this should use up practically all of the shoulder rock you now have in stockpile. Shoulders will then need to be placed on the section to the Sunset Tunnel, and also on the section paved last summer from the Davies Overcrossing for a distance of about three miles east. The entire shoulder construction is yet to be placed throughout the section paved on the Nehalem Highway contract.

There has been considerable criticism from the public on the lack of shoulders, particularly on the Sunset Highway. This includes editorial comment from the Astoria paper as well as letters from individuals. We are now at the time of the year when low fog and drizzle can be expected on both of these highways, and this will greatly increase the hazard from this lack of shoulder construction. We appreciate the fact that you have safeguarded these shoulders by maintaining barricades and flares at the most dangerous points, but in spite of this, there have been several serious accidents even though visibility has been good.

With the current change in the weather, rapid completion of the shoulders is extremely urgent, and it is requested that every effort be made to complete these shoulders as soon as possible.

Yours very truly,

A. G. Skelton

A. G. SKELTON
Division Engineer

AGS:ww
cc: W. C. Williams
H. G. Smith
James Don

RECEIVED
SEP 1[illegible] 1952
FOR FILING

3637

September 16, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on September 11, 1952 on Contract No. 3637, Summit-Buxton Section, in connection with Federal Aid Project No. S-213 (15).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

Form PR 2 (Revised 1946)

State Oregon

Federal Aid Secondary

Project No. S-213(15)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 22nd day of July, 1952, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 2nd day of November, 1951, a program, which was approved on the 15th day of January, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 16th day of January, 1952; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of fifty-four thousand and 00/100 dollars ($54,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

Posted 7/25

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 171+50 in the SE 1/4, Section 8, T. 3 N., R. 4 W., W.M., and survey station 670+75 in the SW 1/4, Section 4, T. 2 N., R. 4 W., W.M., including a "Y" connection stations 663+30 to 668+70, without exception, length 5.238 miles, in Washington County, being Oregon Federal Aid / Secondary project No. S-213(15), consisting of 5.238 miles of roadway and no bridges, of more than 20 feet clear span,

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11379-2

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "~~Secondary~~ Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of fifty-four thousand and 00/100 dollars ($54,000.00), which does not exceed the authorized Federal pro rata share of ninety-three thousand, four hundred seventy-one and 40/100 dollars ($93,471.40), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

Assistant STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch

Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 10—11870-2

Oregon State Highway Department

Federal Aid Secondary
Project No. S-213 (15)

SUMMIT-BUXTON SECTION OF THE
NEHALEM HIGHWAY IN WASHINGTON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 21, 1952

Type Code 6201
Roadway (Sta. 171+50 to 43+92.5 = 521+07.5 to 670+75) (Wye Sta. 663+30 to 668+70)

40	tons	RS-1 Emulsified Asphalt in Tack Coat	$44.00	$ 1,760.00
10,500	tons	Class "B" Asphaltic Concrete	7.00	73,500.00
54	tons	RS-1 Emulsified Asphalt in Seal Coat	46.00	2,484.00
320	cu. yds.	Aggregate in Seal Coat	6.00	1,920.00
1,500	cu. yds.	3/4" - 0 Material in Shoulders	3.50	5,250.00
30	M-gals.	Sprinkling	2.00	60.00
			Subtotal	$84,974.00
			10% Engr. & Cont.	8,497.40
			Total	$93,471.40

Length of Roadway 5.238 miles
Cost per Mile $17,844.86

Federal Funds- -$54,000.00
State Funds- 39,471.40

$93,471.40

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
State Funds for Maintenance: Chap. 529, laws 1939.

BUXTON-SUMMIT SECTION

Project No. S-213 (15)

All necessary rights of way or rights of entry have been acquired for this project.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

January 7, 1952

Oregon State Highway Department

Federal Aid Secondary
Project No. S-213 (15)

SUMMIT-BUXTON SECTION OF THE NEHALEM HIGHWAY IN WASHINGTON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 7, 1952

Type Code 6201
Roadway (Sta. 171+50 to 43+92.5 - 521+07.5 to 670+75) (Wye Sta. 663+30 to 668+70)

40	tons	RS-1 Emulsified Asphalt in Tack Coat	$45.00	$ 1,800.00
10,500	tons	Class "B" Asphaltic Concrete	6.50	68,250.00
54	tons	RS-1 Emulsified Asphalt in Seal Coat	45.00	2,430.00
320	cu. yds.	Aggregate in Seal Coat	5.50	1,760.00
1,500	cu. yds.	3/4" - 0 Material in Shoulders	3.50	5,250.00
30	M-gals.	Sprinkling	3.00	90.00
			Subtotal	$79,580.00
			10% Engr. & Cont.	7,958.00
			Total	$87,538.00

Length of Roadway	5.238 miles
Cost per Mile	$16,712.10

Federal Funds- -	$54,000.00
State Funds- -	33,538.00
	$87,538.00

RECEIVED
MAR
FOR FILING

March 7, 1952

Mr. Porter W. Yett
6500 N. E. Ainsworth St.
Portland 13, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3637, which was awarded to you on February 1, 1952 by the State Highway Commission, for paving on the Summit-Buxton Section of the Nehalem Highway in Washington County.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded

SPECIAL PROVISIONS

Summit-Buxton, Paving

DESCRIPTION OF WORK

The work to be done under the contract consists of the following work on the Summit-Buxton Section of the Nehalem Highway in Washington County:

1. Resurfacing of 5.24 miles of highway roadbed, involving approximately 10,500 tons of asphaltic concrete.

2. Construction of rock or gravel shoulders, involving approximately 1,500 cubic yards of crushed materials.

3. Performance of such additional and incidental work as is called for by the specifications and plans.

The northerly end of the project is at Station 171+50 (Mile Point 70.78), which station is approximately 2.80 miles southerly from the Columbia-Washington County line on the Nehalem Highway. The southerly end of the project is at Station 670+75 (Mile Point 75.92), which station is at the intersection of the Nehalem Highway and the Sunset Highway, approximately 0.44 mile south of the town of Buxton. The overall length of the project, including the west leg connection of the Nehalem Highway to the Sunset Highway, is 5.24 miles.

CLASS OF PROJECT

This project is a "Federal Aid Secondary Project." It is to be conducted in accordance with the federal regulations applying to that class of projects, which regulations in so far as they concern the contractor, are included and stated in the provisions and specifications given herein or bound herewith.

DATE OF COMPLETION

Construction of the asphaltic concrete pavement on this project shall be completed not later than September 15, 1952. All work on the project shall be completed not later than September 30, 1952.

ASPHALTIC CONCRETE PAVEMENT

Work To Be Done:

Under this specification, the contractor shall furnish and place asphaltic concrete for resurfacing the existing highway travelway throughout the length of the project, and shall place asphaltic concrete on road connections and approach roads as designated by the engineer.

Standard Specification to Apply:

The asphaltic concrete shall be furnished, placed and paid for in accordance with the standard specification for "Asphaltic Concrete Pavement," as given in Section 30 of the standard specification form, except as that specification is supplemented and modified by the provisions which follow.

Additional Provisions to Apply:

The additional provisions hereinafter given for "Asphaltic Concrete Pavement" under the insert titled "Additional Provisions for Asphaltic Concrete Pavement and Emulsified Asphalt Seal Coat" shall be understood to apply to the work to be done under these provisions the same as though those additional provisions were repeated here.

Modifications in Coarse and Fine Aggregate Requirements:

The attention of the contractor is called to modifications in the requirements for producing and furnishing paving aggregates, which modifications are set forth in the above referred to insert titled "Additional Provisions for Asphaltic Concrete Pavement and Emulsified Asphalt Seal Coat."

Line, Grades and Cross-sections:

On the main roadbed and on connections, the lines and grades to which the asphaltic concrete is to be constructed are to be as called for by the plans or as ordered by the engineer. The cross-sections to which the asphaltic concrete is to be constructed shall be as indicated by the typical cross-section plans.

Class of Asphaltic Concrete To Be Used:

The class of asphaltic concrete to be used in the pavement shall be as follows:

Name of Course	Class of Asphaltic Concrete
Leveling	"B"
Wearing Surface	"B"

Source of Aggregates:

The aggregates for the asphaltic concrete shall be obtained from such source or sources of suitable material as the contractor may elect to use and under the same conditions as apply to the furnishing of materials for the rock shoulders as hereinafter set forth under the specification "Rock Shoulders."

Proportioning of Aggregates Prior to Drying:

The contractor shall provide and use in his paving plant setup and plant operations a means of providing positive control over the rates of delivery of the respective sizes of coarse and fine aggregates to the heater or drier. The means used shall provide a uniform delivery of the coarse and fine aggregates in the proportions closely approximating the proportions required in the asphaltic concrete mix.

The means used in controlling the rates of delivery and in delivering the aggregates to the drier shall be by a feeder or conveyor belt or belts leading from either (a) a cold aggregate feed bin having adjustable gates, or (b) a cold aggregate trap tunnel having suitable traps and adjustable gates, as the contractor may elect.

To provide uniformity of feed in the desired proportions, the feed bin shall have separate compartments for coarse aggregate and fine aggregate and for such supplemental "muck" sand and other separations of aggregates as may be required under the specifications and special provisions. Each compartment shall be of sufficient size to store the amount of aggregate required to keep the plant in continuous operation, and shall have a separate adjustable gate. Each separate size, grade or kind of aggregate shall be handled through a separate compartment.

To provide uniformity of feed in the desired proportions, the trap tunnel shall have separate traps or openings and separate adjustable gates for coarse aggregate and fine aggregate and for such supplemental "muck" sand and other separations of aggregates as may be required under the specifications and special provisions. Each separate size, grading or kind of aggregate shall be fed through its corresponding trap without mixing it with another size, grade or kind of aggregate.

Percentage of Asphaltic Cement To Be Used in Mix:

The percentage by weight of the asphaltic cement included in the weight of the complete asphaltic concrete mixture will be between 5% and 7%, instead of between 5% and 8% as stated in Article 30-8 of the standard specification.

Preparation of Base and Applying of Tack Coat:

The base upon which the asphaltic concrete mixture is to be placed consists of an existing bituminous surface.

The surface shall be made clean and free of dust, dirt, mud and other objectionable matter and, if so directed by the engineer, immediately prior to the placing of the asphaltic concrete thereon, a tack coat of emulsified asphalt shall be applied on the existing bituminous surface. The emulsified asphalt shall be applied at a rate of from 0.1 to 0.2 gallon per square yard as directed by the engineer, and in such a manner as to assure an equal and uniform coverage of the existing surface. The tack coat shall be applied only a sufficient distance in advance of the placing of the asphaltic concrete to permit complete "breaking" of the emulsified material just before the asphaltic concrete base and/or leveling course is placed thereon.

If the tack coat is applied, the emulsified asphalt used in the tack coat shall be RS-1 Type, of the same kind as hereinafter specified for use in the "Emulsified Asphalt Seal Coat."

Heating of pavement surfaces prior to the application of the tack coat or spreading of asphaltic concrete mixture will not be required.

Other than as above specifically provided, the base upon which the asphaltic concrete mixture is to be placed shall be prepared as specified in Article 30-9 of the standard specification.

No separate or additional payment will be made for the work above specified in preparing the base, except that payment for the furnishing and placing of the emulsified asphalt in tack coat, if applied, will be made as hereinafter specified under the subheading "Measurement and Payment."

Right Reserved to Eliminate Tack Coat Item and/or to Vary Quantities:

The bid quantity of emulsified asphalt in tack coat, as it appears in the hereinafter listed contract bid items, is an approximation only and may vary as much as 100 per cent.

The engineer reserves the right, (1) to determine the advisability of performing any part or all of the tack coat construction, (2) to eliminate the bid item for the work in its entirety, and (3) to vary the quantities of work performed, if any part of the construction is done.

It is understood and agreed that such elimination of the bid item in its entirety, or such variation in quantities of work performed, all as determined expedient by the engineer, may be done at the discretion of the engineer.

Fixed Costs Not To Be Included in Tack Coat Item:

As hereinafter provided under "Measurement and Payment," the unit bid price for tack coat material under this specification is not to include overhead charges or other fixed charges.

Provisions Regarding Eliminated Items and Alterations Not to Apply to Tack Coat Item:

In so far as construction of the tack coat is concerned, it is understood and agreed that all and any specifications and provisions herein elsewhere given regarding alterations in details of construction and which have to do with allowances for eliminated items and with allowances for increases or decreases in quantities, shall not apply to the work contemplated, eliminated or performed under this specification.

Side Forms May Not Be Required:

The use of side forms will not be required, provided that the methods and equipment used in the work produce a pavement laid to neat straight lines, proper thickness and specified crown, top width and grade.

If the equipment and methods used in the work do not produce results satisfactory, in the above respects, to the engineer, then, and in that event, side forms for grade control and for the retention of the asphaltic concrete mixture will be required on the main highway roadbed. If required, the side forms shall be furnished and placed as called for in the standard specification, excepting that those portions of the standard specification which have to do with the forms being required to support the finishing machine will be waived if the type of machine used does not ride upon the forms.

Special Details of Construction:

The pavement shall be constructed in two strips of approximately equal width. The contractor shall so plan his operations with relation to the distance covered, that at the end of each second day's run, the strips required to provide specified full width of pavement will have been brought to a common termini. Following the placing of the base course of the asphaltic concrete pavement, the wearing surface course shall be placed at such time that at no time shall the base course carry traffic for more than a 48 hour period.

No traffic shall come in contact with the newly laid pavement, until it shall have cooled sufficiently to prevent marking. The edge of the newly laid first strip of pavement of each course shall be protected from traffic to the extent that no breaking down of the edge shall occur. During the time the pavement is being laid, traffic shall be guided through the section of roadway under construction by a pilot car, thus confining traffic past the paving operations to one-way travel.

Spreading and Finishing:

Both the base (or leveling) course and the wearing surface course of the asphaltic concrete pavement shall be spread and finished by machine methods in accordance with the provisions given in Article 30-17 of the standard specification, except that the requirement therein which fixes a 10-foot minimum on the length of the wheel base support of the screed or strike-off assembly will not be enforced.

On areas of irregular shape or limited area where the machine methods of construction are not practicable, the asphaltic concrete may be spread and finished by hand methods approved by the engineer.

Number and Thickness of Spreads:

In general, the base course shall be constructed in one spread to a compacted thickness of 1½ inches.

In general, the wearing surface course shall be constructed in one spread to a compacted thickness of 1½ inches.

The base and wearing surface courses shall be subject to such reasonable variation as the engineer may direct.

Paving Connection With Intersecting Roads:

As a part of the work to be done under this contract, the contractor shall construct paved connections between the new pavement and such intersecting roads and driveways as the engineer may designate, and to the lines, grades and cross-sections established by the engineer.

This work shall be performed and paid for in the same manner and at the applicable prices bid for similar work to be performed on the main roadbed.

Compaction by Tamping:

Where the position in which the asphaltic concrete is to be placed is such that it cannot be compacted by the rolling methods specified, the compacting shall be accomplished by tamping, the tamping to continue until the degree of compaction called for by the specifications is attained.

Fine Mix for Feathering:

When so ordered by the engineer, the contractor shall furnish a "¼-inch - minus" mix of asphaltic concrete for use in feathering the pavement at intersections, connections with existing pavements, et cetera.

This special mix shall be as ordered by the engineer and will be paid for on the same basis as and at the price bid per ton for "Class 'B' Asphaltic Concrete."

Measurement and Payment:

The basis of measurement and payment for the construction of the asphaltic concrete pavement shall be as stated in the standard specification, except as follows:

(a) The pay items will be:

1. RS-1 Emulsified Asphalt in Tack Coat
2. Class "B" Asphaltic Concrete

(b) The pay quantity of Item No. 1 of the above-listed pay items shall be understood to be the number of tons of emulsified asphalt furnished and placed, as specified, in the tack coat within the limits of the project. The number of tons shall be determined as specified in Article 8-2 of the standard specification form.

(c) The pay tonnages of the asphaltic concrete shall be determined by weighing the asphaltic concrete mixture on certified and accurate platform weigh scales furnished by the contractor.

(d) It is understood and agreed that the price bid for Item No. 1 of the above-listed bid items is bid with the understanding that it includes no overhead or other fixed expenses, as it is assumed that such fixed costs are completely covered and included in the prices bid for some one or ones of the other listed bid items. As hereinabove provided, neither elimination of the bid item or increases or decreases in the quantity of materials used will entitle the contractor to compensation other than is provided for the quantity, if any, of materials actually furnished and used in the tack coat when paid for at the price bid for such materials.

EMULSIFIED ASPHALT SEAL COAT

Work To Be Done:

Under this specification, the contractor shall apply a seal coat of emulsified asphalt and rock or gravel aggregate on the surface of the new asphaltic concrete pavement on the main highway roadbed and on such connecting roads and approach roads as are designated by the engineer.

Additional Provisions to Apply:

The additional provisions hereinafter given for "Emulsified Asphalt Seal Coat" under the insert titled "Additional Provisions for Asphaltic Concrete Pavement and Emulsified Asphalt Seal Coat" shall be understood to apply to the work to be done under these provisions the same as though those additional provisions were repeated here.

Source of Aggregates:

The mineral aggregates shall be produced from such source or sources of suitable rock or gravel as the contractor may elect to use and under the same conditions as apply to the furnishing of rock shoulder materials as hereinafter set forth under the specification "Rock Shoulders."

Protection of Structures:

During the spreading of the emulsified asphalt, the contractor shall, by the use of tar paper, building paper or other suitable means, protect all adjacent curbs and other structures from discoloration due to the splashing of the emulsified asphalt. Any such discoloration that occurs shall be removed by the contractor at his own expense.

Measurement and Payment:

The basis of measurement and payment for the construction of the seal coat shall be as stated in the standard specification, except as follows:

(a) The pay items will be:

1. RS-1 Emulsified Asphalt in Seal Coat
2. Aggregate in Seal Coat

(b) No separate or additional payment will be made for the preparation of the base, it being understood that the cost thereof is covered and included in some one or ones of the above-listed bid items.

(c) The pay quantities of Item 2 of the above will be determined on a volume basis, the unit to be the cubic yard. Measurement of the materials is to be made in the hauling vehicles at the points of deposit. To facilitate measurement in this manner, the contractor shall, by striking off or by some other satisfactory means, bring the top of each load to a level surface with all corners completely filled.

ROCK SHOULDERS

Work To Be Done:

Under this specification, the contractor shall construct shoulders of crushed rock or crushed gravel throughout the length of the project as called for by the typical cross-section plans.

Standard Specification to Apply:

The shoulders shall be constructed and paid for in accordance with the standard specification for "Rock Surface Course," as given in Section 19 of the standard specification form, except as that specification is supplemented and modified by the provisions which follow.

Cross-sections:

The shoulders shall be constructed to the cross-section indicated by the typical cross-section plan or as ordered by the engineer. They shall be constructed in one course.

Kind and Quality of Materials:

The materials to be used in the construction of the rock shoulders shall be crushed rock or crushed gravel.

The material to be used in the construction of the shoulders shall be rock or gravel which, when subjected to the Standard Method of Test for Abrasion of Coarse Aggregate by Use of the Los Angeles Machine, current A.A.S.H.O. Designation: T-96, shows a percentage of wear not exceeding 35.

The materials shall meet the requirements hereinafter set forth in the "Additional Special Provisions" under the subheading "Plasticity Index Requirements."

If crushed gravel is furnished it shall be manufactured from gravel all of which is retained on a screen having 1-inch square openings.

Source of Materials To Be Selected by Contractor:

The materials shall be obtained from such source or sources of suitable rock or gravel as the contractor may elect to use. He shall, himself, acquire the right to take materials from the source or sources used and shall bear all expense involved.

Prospective Source of Materials:

Prospective sources of rock from which to manufacture the crushed materials for the project which may warrant investigation and consideration for use by the contractor include, but are not necessarily limited to, the following:

1. A quarry located approximately 1.6 miles northeasterly from the Nehalem Highway at Mile Point 70.75. This quarry is known as the Draper Quarry.

2. A quarry located approximately 1.3 miles westerly from the Nehalem Highway at Mile Point 72.9. This quarry is known as the Scofield Quarry.

A prospective source of crushed materials required for the project which may warrant investigation and consideration for use by the contractor also includes, but is not necessarily limited to, the contractor on the Quartz Creek-North Plains paving project on the Sunset Highway.

In investigating and considering for use any prospective source of material, the contractor is advised that it shall be the sole responsibility of the contractor to determine to his own satisfaction the limitations, conditions and other factors pertaining to the procurement of materials from the source; and he shall make his own arrangements concerning the same.

The State Highway Commission does not, by implication or otherwise, make any guarantee that suitable material will become available at any "prospective source"; nor does the Commission make any guarantee of either the quality or quantity of the material which may become available at any "prospective source." No material will be accepted from any source that does not conform fully with all specified quality and size requirements.

Size of Materials:

The crushed material to be used in the shoulders shall be uniformly graded from dust to a maximum size of 3/4 inch. All of the material shall pass through a screen having 3/4 inch square openings, and not more than 60 per cent or less than 40 per cent of it shall be fine material that will pass through a screen having ¼ inch square openings.

Provisions of Section 24 to Apply:

The provisions of Section 24 of the standard specification form shall be understood to apply to the materials and the work to be done under this specification.

Scalping Screen Required If Crushed Rock is Furnished:

In order to aid in the production of clean crushed rock (if crushed rock is furnished) free from earth, clay and other unsuitable material, the contractor shall provide in his plant setup a mechanically-operated shaker screen, vibratory screen or other suitable screen or device which shall efficiently separate all earth, clay, rotten rock, or other foreign and deleterious matter from the crushed rock product.

The screening device shall be installed and used following the primary crushing operation and the screen shall have square openings of not less than 3/4 inch, the use of a screen having larger openings being optional with the contractor.

All materials passing the scalping screen shall be considered to be screen rejection material.

Details of Construction:

The shoulder materials shall be spread to such width and thickness that, after being compacted as hereinafter provided, it will be of the width, thickness and slope indicated by the typical cross-section plan. The material shall be bladed and rolled until thoroughly compacted and of smooth surface.

While the blading and rolling operations are in progress, such sprinkling of the shoulder materials shall be done as the engineer may consider expedient.

Shoulder construction shall follow closely after the placing of the asphaltic concrete resurfacing.

Measurement and Payment:

The basis of measurement and payment for the construction of the shoulders will be as specified in the standard specification, except as follows:

(a) The pay items will be:

1. 3/4" - 0 Material in Shoulders
2. Sprinkling

(b) The pay quantities of Item No. 1 of the above-listed items will be determined on a volume basis, the unit to be the cubic yard. Measurement of the materials is to be made in the hauling vehicles at the points of deposit. To facilitate measurement in this manner, the contractor shall, by striking off or by some other satisfactory means, bring the top of each load to a level surface with all corners completely filled.

(c) The screen rejection materials and other by-products of the crushing and screening operations shall be subject to disposition as hereinafter set forth in the "Additional Special Provisions."

SPRINKLING

All sprinkling work authorized by the engineer shall be performed and paid for as specified in the standard specification for "Sprinkling" as given in Section 21 of the standard specification form.

No separate or additional payment will be made for sprinkling work unauthorized by the engineer.

MISCELLANEOUS PROVISIONS

Provision for Traffic:

In addition to the provisions given in the standard specification form for the safeguarding and handling of traffic past the work, the following provisions shall be applicable to the work to be done under this contract.

It is understood by the contractor that the work to be performed under this contract is to be performed without at any time closing the highway to traffic and that it is obligatory upon him to at all times provide and maintain a continuous roadway between the termini of the project, which roadway shall be suitable and adequate in all respects to carry all traffic using the highway safely and without material or objectionable inconvenience, delay or discomfort.

When one-way traffic arrangements must be resorted to, the traffic shall be controlled and directed by flagging and by use of a pilot car, as hereinbefore provided under the specification for "Asphaltic Concrete Pavement."

The contractor shall provide flagmen, barricades, lights and direction signs wherever and whenever they may be needed to safeguard traffic or to protect the work or the workmen from injury.

All expense involved in providing for traffic as above specified shall be understood to be included in some one or more of the listed bid items and no separate or additional payment or allowance shall be made for it.

Nothing herein contained shall in any way act as a waiver of the requirements given in the standard specifications or elsewhere given in the special provisions relating to provision for traffic.

Maximum Loading Temperature For Asphalts:

The contractor is advised that the main suppliers of asphalts and asphaltic products to the Oregon area have been instructed by the Oregon State Highway Department, on May 16, 1951, as follows:

"The maximum temperature at which any asphalt or road oil is to be loaded in tank cars or trucks for shipment to the Oregon Highway Department or to any contractor for Oregon highway construction shall not exceed 375°."

It shall be the obligation of the contractor when ordering asphalts and asphaltic products for use on this project, to advise and/or remind the suppliers concerning the above limitation, and it shall be understood that materials which have been loaded at higher than specified maximum temperature (375° F.) will be subject to rejection.

Printed Special Provisions Relating to Employment of Labor, Subcontracting, Etc.:

The contractor's attention is directed to the printed "Additional Contract Provisions" and "Additional Special Provisions" which are bound herewith and which apply particularly to the employment of labor, subcontracting, transportation tax refund, alterations in details of construction, et cetera. Those printed special provisions are a part of the special provisions of the contract the same as are the typewritten and/or mimeographed special provisions bound herein, and they shall apply with the same force and effect.

Employment Agency:

The employment lists from which the labor for this project is to be selected will be prepared by the Oregon State Employment Service at Hillsboro, Oregon.

ADDITIONAL PROVISIONS FOR ASPHALTIC CONCRETE PAVEMENT AND EMULSIFIED ASPHALT SEAL COAT

Asphaltic Concrete Pavement

Fine Mix for Feathering:

When so ordered by the engineer, the contractor shall furnish a "¼-inch - minus" mix of asphaltic concrete for use in feathering the pavement at intersections, connections with existing pavements, etc. This special mix shall be as ordered by the engineer and will be paid for on the same basis as and at the price bid per ton for "Class 'B' Asphaltic Concrete."

Asphaltic Cement:

The asphaltic cement to be used in the asphaltic concrete shall be paving asphalt of 86-100 penetration conforming with the Standard Specifications for Asphalt Cement, current A.A.S.H.O. Designation M-20, except that the flash point as determined by the Standard Method of Test for Flash and Fire Points by Means of Open Cup, current A.A.S.H.O. Designation T-48, shall be not less than 400 degrees Fahrenheit.

Modified Coarse Aggregate Requirements:

Coarse aggregate shall conform to the requirements given in Article 30-5 of the standard specification, except as follows:

1. The coarse aggregate, when separated on consecutive laboratory screens, shall contain in each size not less than 60 per cent by weight of fragments with at least one fractured face produced by mechanical crushing.

2. When the coarse aggregate, or the rock or gravel from which it is manufactured, is subjected to the Standard Method of Test for Abrasion of Coarse Aggregate by Use of the Los Angeles Machine, current A.A.S.H.O. Designation: T-96, it shall show a percentage of wear not exceeding 25.

3. If coarse aggregate partly of uncrushed gravel and partly of crushed gravel is furnished, it shall be intimately blended at the producing plant by mechanical processing; or if not so blended, the crushed gravel shall be kept separate from the uncrushed gravel and shall be delivered into separate piles or placed in separate bins at the paving plant site.

4. The handling of coarse aggregate at the producing plant, in delivery, and in storage at the paving plant site shall be such as will prevent the segregation of materials or the intermingling of separate gradings or kinds of aggregates.

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Modified Fine Aggregate Requirements:

Fine aggregate shall conform to the requirements given in Article 30-6 of the standard specification, except as follows:

1. If fine aggregate partly of natural sand and partly of manufactured sand or fines is furnished, it shall be intimately blended at the producing plant by mechanical processing; or if not so blended, the natural sand shall be kept separate from the manufactured sand or fines and shall be delivered into separate piles or placed in separate bins at the paving plant site.

2. The handling of fine aggregates at the producing plant, in delivery, and in storage at the paving plant site shall be such as will prevent the segregation of materials or the intermingling of separate gradings or kinds of aggregates.

Volumetric Proportioning and Continuous Mixing Permitted:

Proportioning of materials by weighing, and the mixing of materials in separate batches, as called for by the standard specifications, will not be required, and volumetric proportioning with continuous mixing will be permitted, provided the proportioning and mixing plant used meets the following requirements and provided the resultant asphaltic concrete mixture, when tested by the engineer, is found to conform at all times with all specified requirements:

1. The plant shall be the product of a recognized manufacturer of asphaltic concrete mixing plants and shall be of a design

that has demonstrated, in actual service, its ability to produce asphaltic concrete conforming in all respects with specified requirements.

2. The plant shall include equipment for convenient and accurate calibration of aggregate feed orifices by means of weight test samples; this equipment to include test boxes and scales suitable for the handling of test samples weighing up to 800 pounds.

3. Satisfactory means shall be provided to afford a positive interlocking control between the feed of aggregates from the bins and the flow of bitumen from the meter or other proportioning source, which control can be locked to prevent variation except as ordered by the engineer.

4. The mixer shall be of an approved twin pugmill type of a size and design which will meet specified requirements as to mixing time and thoroughness of mixing. The output of the pugmill in pounds per second shall not be greater than the dead capacity of the pugmill, in pounds, divided by the specified minimum mixing time in seconds.

The provisions above stated shall not be construed as a waiver of any requirements of the specifications that can possibly be met by a properly designed and constructed continuous-mixing, volumetric proportioning type of plant.

Tolerance Limits Applicable In Proportioning of Materials:

The engineer's determination of the exact proportions in which the several constituents of the asphaltic concrete are to be mixed, which determination is mentioned in Article 30-8, will herein be referred to as the "job mix."

The job mix may be changed by the engineer from time to time with the view of obtaining the best product possible from the materials being accepted for the work. The proportions of the several constituents of the asphaltic concrete being produced shall conform with the job mix within tolerance limits as follows:

Aggregate Size	Tolerance (Plus or minus, in per cent of total mix)
1¼" to 3/4"	3.0
3/4" to ½"	4.0
½" to ¼"	4.0
¼" to 10 mesh	3.0
10 mesh to 200 mesh	3.0
Passing 200 mesh	1.0
Asphaltic cement	0.5

The proportions of the several sizes of aggregates passing the 10 mesh sieve shall conform with the job mix within tolerance limits as follows:

Aggregate Size	Tolerance (Plus or minus, in per cent of aggregate passing 10 mesh sieve)
10 mesh to 40 mesh	7
40 mesh to 80 mesh	5
80 mesh to 200 mesh	5
Passing 200 mesh	4

Contractor to Provide Weigh Scales:

The asphaltic concrete mixture is to be weighed on platform weigh scales which shall be provided by the contractor and used in accordance with the provisions given in Article 8-3 (on page 22) of the standard specification. The scales shall be tested and certified by the State Sealer of Weights and Measures.

Maximum Temperature of Heated Aggregates:

The maximum temperature to which the aggregates are to be heated before mixing shall be 325 degrees Fahrenheit, instead of 350 degrees Fahrenheit as given in Table No. 8 on page 80 of the standard specification form.

Temperature Limits of Mix on Road:

The temperature at which the asphaltic concrete is deposited on the road shall range between 250 and 300 degrees Fahrenheit as ordered by the engineer, instead of between 230 and 300 degrees Fahrenheit as given in Table No. 8 on page 80 of the standard specification form.

Emulsified Asphalt Seal Coat

When specified in the foregoing mimeographed Special Provisions, the contractor shall apply a seal coat of emulsified asphalt and rock or gravel aggregate on the surface of the new asphaltic concrete pavement on the main highway roadbed and on such connecting roads and approach roads as are designated by the engineer.

Standard Specification to Apply:

The construction of the seal coat shall be performed in accordance with the standard specification for "Oil Mat Wearing Surface" as given in Section 26 of the standard specification form, except as that specification is supplemented and modified by the provisions which follow.

Width of Treatment:

The width of the seal coat shall be the same as the width of the asphaltic concrete pavement on which it is to be placed.

In general, the work shall be performed in separate strips of such width, and in such manner, that traffic will be permitted to flow freely alongside the section on which the seal coat is being applied.

Emulsified Asphalt:

Emulsified asphalt used in the work shall conform with the requirements for RS-1 quick-setting emulsified asphalt as given for that type in the Standard Specifications for Emulsified Asphalt, current A.A.S.H.O. Designation M140.

Kind, Quality and Size of Aggregates:

The aggregates to be furnished under this specification shall be furnished by the contractor and shall be clean rock or clean gravel which shall conform to the requirements set forth in the standard specification form, except as those requirements are supplemented and modified by the provisions which follow.

1. The aggregates may be either crushed or uncrushed material which, when subjected to the Standard Method of Test for Abrasion of Coarse Aggregate by Use of the Los Angeles Machine, current A.A.S.H.O. Designation T-96, shall show a percentage of wear not exceeding 25.

2. The materials to be used in the construction of the seal coat shall meet the following plasticity index requirements:

a. That part of the material which passes the No. 40 sieve, U. S. series (#40 - 0 size) shall be separated from the whole and its percentage of the whole, by weight, shall be determined.

b. That part of the material which passes the No. 40 sieve shall be subjected to the Standard Method of Calculating the Plasticity Index of Soils, current A.A.S.H.O. Designation T-91, and its plasticity index shall be determined.

When tested as above provided, the material to be furnished under the specification shall conform with the following requirements:

Percentage of #40 - 0 Size in Material To Be Furnished	Maximum Plasticity Index
0.1 to 3.0, inclusive	20
3.1 to 4.0, inclusive	15
4.1 to 5.0, inclusive	12
5.1 to 10.0, inclusive	6

Percentage of #40 - 0 Size in Material To Be Furnished	Maximum Plasticity Index
10.1 to 15.0, inclusive	4
15.1 to 20.0, inclusive	3
20.1 to 25.0, inclusive	2
Over 25	0

3. The size of aggregates shall be ¼" - #10. The aggregates shall be uniformly graded between the designated maximum and minimum sizes.

4. ¼" - #10 asphaltic concrete paving aggregates conforming with the requirements therefor as herein elsewhere set forth under the specification for "Asphaltic Concrete Pavement" will be acceptable for use.

Preparation of Base:

Immediately prior to placing the emulsified asphalt, the existing pavement surface shall be made free and clean of dirt, dust, clay or other objectionable matter by brooming or by other suitable means.

Details of Application:

After the pavement surface has been prepared as above specified, emulsified asphalt shall be uniformly applied at the rate of from 0.15 gallon to 0.25 gallon per square yard. The spread of asphalt shall be followed immediately with a spread of ¼" - #10 aggregate uniformly applied at a rate of from 0.003 to 0.007 cubic yard per square yard. The actual rates of application shall be as ordered by the engineer.

The aggregate shall be uniformly spread by means of a wire broom mounted on a blade grader, or by other suitable means that will bring about the desired result, after which it shall be thoroughly rolled.

Maintenance of Cover Material:

At such time after the spreading and rolling of the aggregate cover material as the engineer may designate, the contractor shall respread uniformly over the pavement surface such excess aggregate as comes to the sides of the pavement or forms thereon; and shall repeat this respreading operation once again, if so ordered by the engineer, after such interval of time as the engineer may designate.

Prior to acceptance of the work, the contractor shall remove all excess aggregate from the pavement surface, either by picking it up and disposing of it in a manner not unsatisfactory to the engineer, or where rock shoulders adjoin the pavement, by sweeping it onto the adjoining rock shoulder areas.

ADDITIONAL SPECIAL PROVISIONS

Issue of June 1, 1951

Predetermined Minimum Wages

The minimum wage rates which the contractor shall pay labor employed on this contract are as follows:

SKILLED LABOR

ONE DOLLAR AND FORTY CENTS ($1.40) per hour.

Typical examples of skilled labor positions include:

- Asphalt plant engineer.
- Blacksmith.
- Blade grader operator.
- Bricklayer.
- Bulldozer or angledozer operator. (over 60 h. p.).
- *Carpenter.
- Crane operator.
- Crusher operator.
- Drag-line operator (shovel type).
- Dredge runner.
- Drill dresser.
- Elevating grade operator.
- Powder man (heavy rock).
- Power shovel operator.
- Reinforcing steel setter and tiers (bridge and structures).
- Rigger.
- Riveter and bucker.
- Rivet heater.
- Euclid operator (or comparable type).
- Formsetter, head or master (high type pavements).
- Hoist operator (2 or more active drums).
- Lawn sprinkler installer.
- Master finisher (pavement and structures).
- Mechanic.
- Mixer operator (5-bag mixer or larger).
- Painter.
- Paver operator.
- Pile driver operator (including lead man and holder).
- Roller operator (finishing high type pavement surfaces).
- Scraper operator (Le Tourneau and comparable types).
- Stone mason.
- Structural steel worker.
- Tractor operator (over 60 h. p.).
- Waterproofers (bridge work).

INTERMEDIATE GRADE LABOR, GROUP 1

ONE DOLLAR AND THIRTY CENTS ($1.30) per hour.

Typical examples of intermediate grade labor, group 1, positions include:

- Asphalt plant drier or head fireman.
- Bulldozer and angledozer operator (60 h. p. or less).
- Compressor operator.
- Distributor driver.
- Distributor operator.
- Faller or bucker (heavy timber).
- Finishing machine operator (concrete or asphalt).
- Fireman (steam shovel or head fireman on asphalt plant or dredge).
- Hoist operator (single drum).
- Hand float operator.
- Jackhammer operator.
- Jetting machine operator.
- Mixer operator (machine less than 5-bag rated capacity).
- Powder man (miscellaneous work, including light solid rock).
- Raker (asphalt).
- Roller operator.
- Screening and/or washing plant operator.
- Tractor operator (40 to 60 h. p.).
- Trenching machine operator.
- Truck driver (8 or more cu. yds. mfr's. rated capacity).
- Wagon drill operator.

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* Rough carpenter work on camp buildings, bunkers and other temporary structures (not including forms, falsework and scaffolds for permanent structures) may be performed by unskilled or intermediate grade laborers of classifications other than carpenters, at unskilled or intermediate grade wages.

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INTERMEDIATE GRADE LABOR, GROUP 2

ONE DOLLAR AND FIFTEEN CENTS ($1.15) per hour.

Typical examples of intermediate grade labor, group 2, positions include:

- Baker.
- Blacksmith's helper.
- Churn drill operator.
- Cook.
- Deckhand.
- Dumper (wagon, truck, etc.).
- Finisher's assistant (concrete pavement and structures).
- Formsetter's helper.
- Gardener.
- Grease monkey (heavy equipment).
- Joint and lipcurb finisher (finisher's assistant).
- Launchman.
- Mechanic's helper.
- Oiler (power shovel, cranes, draglines, crushers).
- Pipe layer (culvert and drain pipe).
- Plow holder (4-up or more).
- Powder monkey (helper).
- Powerbroom man.
- Pump man.
- Sloper (layout man).
- Spreader box man (asphalt, stone or gravel).
- Teamster (4-up or more).
- Tractor operator (less than 40 h. p. but not less than 20 h. p.).
- Tree pruner or mover.
- Truck driver (less than 8 cu. yds. but more than 1½ tons mfr's. rated capacity).
- Tunnel mucker.
- Vibrator operator.
- Assistant lawn-sprinkler installer.

UNSKILLED LABOR

ONE DOLLAR ($1.00) per hour.

Typical examples of unskilled labor positions include:

- Asphalt loader and shoveler.
- Asphalt plant miscellaneous labor.
- Axeman.
- Boatman.
- Burlapman.
- Cement handler.
- Cook's helper.
- Shoveler (concrete).
- Driver, team (on mormon, slip, wheeler, wagon, etc.).
- Flagman.
- Guard.
- Joint filling laborer.
- Labor, miscellaneous, unskilled.
- Lamp lighter.
- Pitman.
- Sloper.
- Sprinkler laborer (concrete pavement).
- Stone mason's helper.
- Spader (concrete work).
- Subgrade laborer (hand tools).
- Teamster, 2-line (mormon, fresno, wheeler, wagon, etc.).
- Tractor operator (less than 20 h. p.).
- Truck driver (1½ tons or less mfr's. rated capacity).
- Tree pruner's helper.
- Waiter.
- Water boy.
- Watchman.
- Yardman.

Position not listed above should be allocated in accordance with definitions which appear in the printed "Additional Contract Provisions" applicable to federal aid projects, as interpreted in the light of the above lists.

Labor To Be Paid on Hourly Rate Basis

No person shall be employed on the work as a laborer on any basis other than a fixed rate per hour. Employment of labor on any kind of a piece work or unit of production basis will not be permitted.

Hours of Employment

The hours of employment for labor and the rates of pay for overtime employment shall be in conformance with the requirements of state and federal laws and regulations.

Teams, Trucks and Other Equipment

Teams, trucks and other equipment shall not be hired or rented at wages or rates including the wages of drivers or operators. The wages of drivers and operators shall in all cases be paid separately from the wages or rentals paid for teams, trucks and other equipment.

Upon request of the engineer, the contractor shall provide full information and copies of all agreements pertaining to the employment or rental of, and the basis of payment for, any teams or equipment engaged in any way in connection with the performance of work to be done under the contract. Oral agreements shall be reduced to writing if the engineer so requests.

Equipment Operators To Be Paid for Servicing Equipment

Where operators of equipment are required to grease, adjust, repair or otherwise service the equipment which they operate, the time required for such work shall be considered a part of the working time and shall be paid for the same as other working time. The operator shall not be required to perform such work on his own time.

Submission of Forms and Affidavits

For the records of the engineer and the Highway Commission, additional copies of payroll statements shall be delivered to the engineer. Two additional copies of form PR-100 and four additional copies of form PR-200, together with the single copies of those forms and the single copy of the payroll affidavit required by the elsewhere herein given federal requirements, "Additional Contract Provisions," shall be delivered to the engineer before the end of the week following the week covered by the forms and affidavit.

Penalties for Violation of Employment Provisions

For violation of any of the requirements relating to employment of labor, the contractor will be liable to prosecution under federal and state laws.

Violation of any of the provisions of this contract relating to employment of labor and to submission of copies of pay rolls and affidavits will constitute cause for withholding payments to the contractor until satisfactory adjustment of the matters concerned is effected.

Industrial Accident Insurance

The contractor shall provide industrial accident insurance protection for all persons employed on the work to be done under this contract. This insurance protection shall be carried with the Industrial Accident Commission of the State of Oregon in so far as such protection is available from that Commission. Employees for whom protection is not available from that Commission, due to employment on navigable streams or to other cause, shall be adequately protected by industrial accident insurance carried with a reliable insurance company or agency licensed to do business in Oregon, from which the protection is available.

Trucks To Be Licensed in Oregon

All trucks engaged in the work to be done under this contract shall be licensed in the State of Oregon.

Renting of Equipment from Counties or Cities Not Permitted

As federal regulations do not permit use of federal funds in payment of rentals on equipment owned by a state, county or a municipality, the contractor shall, if he rents any equipment from a state, a county or a municipality, and uses the same on the work to be done under this contract, pay to the State Highway Commission an amount equal to the amount paid as rental to the state, county and/or municipality owning the equipment.

Procedure To Be Followed by Contractor in Obtaining Exemptions Under Federal Transportation Tax Act

Under the federal act which imposes a tax of three per cent on amounts paid for transportation of property by motor vehicle, rail, water or air, exemption from payment of the tax is allowed where property is transported to or from the government of a state or other political subdivision, or an agency or instrumentality thereof, and the shipping papers show the consignor or consignee to be such an organization.

A recent ruling of the Internal Revenue Service is to the effect that this exemption applies to shipments of materials used in construction work paid for by the State provided the shipments are, with proper authority, consigned from or to the State or an agency thereof.

In view of this situation and in order that the State may benefit from the exemption thereby allowed, the State Highway Commission hereby authorizes the contractor to whom this contract is awarded to have all shipments of materials destined to enter into the work covered by the contract and to become the property of the State, consigned to the Oregon State Highway Commission in care of the contractor, and to claim exemption from the transportation tax that would otherwise be imposed on such shipments.

This authority is granted to the contractor by the Highway Commission with the understanding that the saving to be made by the exercise of this exemption privilege will be reflected in the prices bid for the contract work and will in that manner accrue to the benefit of the State and other governmental agencies by which funds for the work are contributed.

Exemption from the transportation tax does not apply to shipments of fuel, lubricants, spare parts, equipment, plant, consumable supplies, construction forms, form lumber or other items which do not become a part of the completed work or which do not become the property of the State, and the contractor is not, by these provisions, authorized to use the name of the Oregon State Highway Commission or the State of Oregon in the consignment of shipments of such items.

The contractor is cautioned that any misuse of the authority hereby granted, wherein shipments not eligible for exemption hereunder are consigned to the State Highway Commission, thereby wrongfully relieving the contractor of an obligation to pay a transportation tax, is a violation of federal law, subject to punishment as prescribed therein.

Alterations in Details of Construction

It is understood and agreed that the provisions set forth in Article 8-10 on page 25 of the standard specification form, which provisions have to do with alterations in details of construction, are hereby declared null and void, and that in lieu thereof the following provisions herein given shall be understood to apply to the work to be done under this contract.

The State reserves the right to make, at any time during the progress of the work, such increases or decreases in quantities and such alterations in the details of construction, including alterations in the grade or alignment of the road or structure or both, as may be found to be expedient or desirable. Such increases or decreases and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to accept the work as altered, the same as if it had been a part of the original contract. It shall be understood that a supplemental agreement in writing with the contractor will be necessary when alterations involve an increase or a decrease amounting to more than 25 per cent of the total cost of the work calculated from the original proposal quantities and the contract unit prices.

With respect to alterations and increases or decreases amounting to less than 25 per cent, it is understood and agreed that unless such alterations and increases or decreases materially change the character of the work to be performed or the cost thereof, the altered work shall be paid for at the same unit prices as other parts of the work. If, however, the character of the work or the unit costs thereof are materially changed, an allowance shall be made on such basis as may have been agreed to in advance of the performance of the work, or in case no such basis has been previously agreed upon, then an allowance shall be made, either for or against the contractor, in such amount as the engineer may determine to be fair and equitable.

No claim shall be made by the contractor for any loss of anticipated profits because of any such alteration, or by reason of any variation between the approximate quantities and the quantities of work as done.

Safeguarding of Quarry and Pit Excavations

If, in the opinion of the engineer, any borrow pit, gravel pit, quarry excavation or excavation of like nature, made by the contractor on land owned or otherwise controlled by the State, the Federal Government or a county, is of such nature as to be a possible cause of injury, damage or loss to persons or animals, the contractor shall by leveling, sloping, filling, excavating, barricading and/or fencing remove the elements of danger or provide protection which will eliminate occasion for injury, damage or loss of the kind mentioned.

When leveling, sloping, filling, excavating, barricading and/or fencing is done, the engineer shall be the judge as to the adequacy of the work in removing the elements of danger and in providing the protection desired, and the requirements of the contract shall not be considered satisfied until the work here referred to has been done to the satisfaction of the engineer.

Fences and barricades shall be of substantial construction and of good appearance. Materials and workmanship used in their construction shall be of good quality. Gates of suitable design shall be provided where it is expected that the State's maintenance forces will need access to the pits or excavations.

Payment for the leveling, sloping, filling, excavating, barricading, fencing and other work above specified shall be understood to be included in the payments to be made for the item or items of the contract in connection with which the pits or excavations are made. No separate or additional payment will be made for it.

Muddying of Streams

In the conduct of the work to be done under this contract, the contractor shall exercise the greatest possible degree of care to avoid the roiling "or muddying up" of streams either by disturbance of the stream bed or stream banks or by the flushing or depositing therein of foreign materials or earthy matter. Where the character and the use of the stream warrants, and where such a procedure is practicable, the contractor shall construct suitable settling basins for clarification of water used by him and made muddy by the washing of gravel or rock.

The contractor shall also be held to strict compliance with any and all State statutes covering the fouling or pollution of the waterways of the State.

Convenience of Residents

The contractor shall conduct the work with the view of causing a minimum of inconvenience to traffic on intersecting and connecting roads and to persons conducting commercial enterprises or residing along the route of the improvement.

Entrances to residences, garages, service stations, business places, farms and orchards; and driveways and roadways of all kinds shall not be blocked for more than a few hours, if at all.

Satisfactory means of ingress and egress for persons residing or having occasion to transact business along the route of the improvement shall be maintained at all times.

Signs To Be Standard Designs

The signs to be furnished and used by the contractor in directing, controlling and safeguarding traffic shall conform with the standard sign designs of the State Highway Department, copies of which sign designs will be furnished the contractor upon request.

The signs may be purchased from the State Highway Department if the contractor so desires.

Portland Cement

Unless otherwise specified in the foregoing typewritten and/or mimeographed special provisions, the cement to be used in the Portland cement concrete furnished under this contract shall be Type I (standard) Portland cement conforming with the requirements for that type as given in the current A. A. S. H. O. Standard Specifications for Portland Cement, A. A. S. H. O. Designation M-85.

When so specified in the foregoing typewritten and/or mimeographed special provisions, the cement to be used in the Portland cement concrete furnished under this contract shall be Type II (moderate-heat-of-hydration) Portland cement conforming with the requirements for that type as given in the current A. A. S. H. O. Standard Specification for Portland Cement, A. A. S. H. O. Designation M-85, with the exception that the total alkali content, when determined as the mixed sulphates of sodium and potassium and calculated to sodium oxide, shall not be greater than 0.6 of one per cent.

The cement shall be tested for compressive strength as well as for tensile strength.

Coarse Aggregate for Concrete

The coarse aggregate for Portland cement concrete shall conform with the requirements given in Articles 31-5 and 45-6 of the standard specification form, except that the aggregates, when subjected to the Standard Los Angeles Abrasion Test of Coarse Aggregate (A. A. S. H. O. Method T-96), shall show a percentage of wear not exceeding 25.

Strength Requirement for Combined Aggregates in Concrete To Be Waived

The provisions given in Articles 31-6 and 45-7 of the standard specification form, which refer to the strength requirement for fine and coarse aggregates when combined in a concrete mix, shall be understood to be waived and non-operative under this contract.

Air Entraining Agent

When specified in the foregoing typewritten and/or mimeographed special provisions, an air entraining agent shall be furnished and added by the contractor to the Portland cement concrete used in the work.

The agent furnished shall be "Commercial Vinsol Resin" as manufactured by the Hercules Powder Company, "Darex" as manufactured by the Dewey and Alney Company, "Protex" as manufactured by the Autolene Company of Denver, "Ayr-Trap" as manufactured by the A. C. Horn Company, or other approved agent. The use of cement containing an interground air entraining agent will not be permitted.

If necessary, in order to insure the incorporation of the air entraining agent in economically handled and accurately measured quantities, the contractor shall mix the air entraining agent with water in a suitable container to provide a satisfactory dilute solution. It is recommended that any such prepared solution be of such dilution that the volume to be added to a batch of concrete be not less than one quart.

The air entraining agent shall be incorporated into the mix at the same time and while the water for the mix is being added.

The contractor shall provide at his own expense all equipment, accessories and labor necessary to store the air entraining agent, to mix solutions as required, to accurately measure the quantity to be added to each batch of concrete, and to incorporate the air entraining agent into the concrete mix in accordance with the above provisions.

The quantity of air entraining agent incorporated in the mix shall be such that the air content of the concrete shall be between the limits of 4 to 6 per cent.

Vibration of Concrete

When specified in the foregoing typewritten and/or mimeographed special provisions, the Portland cement concrete used in the work shall be compacted by mechanical internal vibration as follows:

The vibrators shall be of a type and design approved by the engineer and shall be capable of transmitting vibration to the concrete at frequencies of not less than 4,500 impulses per minute. The intensity of vibration shall be such as to visibly affect a mass of concrete of 1-inch slump over a radius of at least 18 inches.

The contractor shall provide and use a sufficient number of vibrators to properly compact each batch of concrete immediately after it is placed in the forms. Vibrators shall be manipulated so as to thoroughly work the concrete around reinforcement and embedded fixtures and into the corners and angles of forms. Vibration shall be applied at the point of deposit and in the area of freshly deposited concrete. The vibrators shall be inserted and withdrawn slowly. The vibration shall be of sufficient duration and intensity to thoroughly compact the concrete, but shall not be continued so as to cause segregation or to form localized areas of grout. Application of vibrators shall be at points uniformly spaced and not farther apart than twice the radius over which the vibration is visibly effective.

The vibration of concrete in bridge structures shall be performed in accordance with the requirements given in the standard bridge specification form.

Determination of Sizes of Materials for Oiling Aggregates and Stockpiling

Contrary to all conflicting provisions that may appear elsewhere in the special provisions or in the standard specifications applicable to this contract, the sizes of crushed materials to be furnished for use in oil mat or bituminous macadam wearing surfaces, or to be furnished in stockpiles shall, except as hereinafter otherwise specified, be determined by means of laboratory screens having ROUND OPENINGS. Wherever it is indicated that a crushed material is to pass a screen of a given size or is to be retained on a screen of a given size, or that a certain percentage is to pass a screen of a given size or is to be retained on a screen of a given size, it shall be understood (except in the case of the ¼-inch or smaller size screen) that the screen referred to is a laboratory screen having ROUND OPENINGS of the size specified or indicated. Only in the case of the ¼-inch or smaller size of screen is the screen to be a screen having square openings.

Plasticity Index Requirements

When specified in the foregoing typewritten and/or mimeographed special provisions, the material to be furnished under the specification shall be tested as follows:

1. That part of the material which passes the No. 40 sieve, U. S. series (#40—0 size) shall be separated from the whole and its percentage of the whole, by weight, shall be determined.

2. That part of the material which passes the No. 40 sieve shall be subjected to the Standard Method of Calculating the Plasticity Index of Soils, current A. A. S. H. O. Designation T-91, and its plasticity index shall be determined.

When tested as above provided, the material to be furnished under the specification shall conform with the following requirements:

Percentage of #40-0 Size in Material To Be Furnished	Maximum Plasticity Index
0.1 to 3.0, inclusive	20
3.1 to 4.0, inclusive	15
4.1 to 5.0, inclusive	12
5.1 to 10.0, inclusive	6
10.1 to 15.0, inclusive	4
15.1 to 20.0, inclusive	3
20.1 to 25.0, inclusive	2
Over 25	0

Disposition of Screen Rejections

When specified in the foregoing typewritten and/or mimeographed special provisions, the following provisions shall be applicable to this contract:

(a) Screen rejections and other by-products of the crushing and screening operations shall be subject to disposition as "stockpiled material" in accordance with the applicable provisions given in Articles 17-16, 18-17, 19-17, 22-15 or 23-15, of the standard specification form, except that when any of said materials are loaded, hauled and placed in stockpiles, payment for the part of the haul that is in excess of one-half mile will be made at the price bid per yard mile for the hauling of the materials, or, in case there is no such bid price, at a price of $0.12 per yard mile instead of $0.08 as stated in the standard specification form.

(b) Screen rejections and other by-products of the crushing and screening operations shall be subject to disposition and incorporation in the work as "Filler," or in a manner other than as filler, such as leveling courses, smoothing courses, or surfacings on the project, as ordered by the engineer. When so used, the said materials shall be incorporated in the work as directed by the engineer, and will be paid for in accordance with the three numbered paragraphs which follow.

1. Payment for the loading, hauling ½ mile and incorporating of the materials in the work as specified will be made at the price of $0.25 per cubic yard, the pay item designation to be "Screen Rejections on Road."

2. Payment for that part of the hauling of the materials incorporated in the work as is in excess of ½ mile will be made at the price of $0.12 per yard mile, the pay item designation to be Hauling Screen Rejections on Road."

3. In the determination of net pay haul quantities of the item "Hauling Screen Rejections on Road;" the overall haul distance will be measured from the points of loading to the places of deposit (along the shortest practicable hauling route) in half-mile units, fractional half-miles being allowed for as full half-miles. The volumes of materials placed on the road as specified, both as a basis for determining the pay quantities of "Screen Rejections on Road" and the pay quantities of "Hauling Screen Rejections on Road" will be measured in the trucks or other conveyances at the points at which the materials are deposited on the road.

Adjustment of Public Utilities

Such gas lines, telephone lines, power lines, water pipe lines and other like facilities owned by public utility corporations as must be raised, lowered, moved or reinstalled will be raised, lowered, moved or reinstalled by the owners thereof.

The contractor will be required to cooperate with others by whom the above-described work is to be performed and shall coordinate his activities with theirs in the most helpful manner possible. He shall give the parties by whom the work is to be performed adequate notice of his needs, and shall allow them reasonable time for the performance of their work.

STATE PRINTING DEPT.

ADDITIONAL CONTRACT PROVISIONS

Applicable to Projects Financed in Whole or in Part With Federal-aid Primary Funds, Federal-aid Secondary Funds and Federal-aid Urban Funds

Issue of July 15, 1948

FEDERAL REQUIREMENTS PERTAINING TO EMPLOYMENT OF LABOR SUBCONTRACTING, ET CETERA

Application

These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piece work, station work or by subcontract.

Employment Lists; Labor Selection; Nondiscrimination

A local public employment agency will be designated by the State to prepare the employment lists for the project. At or prior to contract award, the contractor will be advised of the exact designation and location of the agency selected for this purpose, and the name and location of such agency shall be inserted in the contract.

All qualified unskilled labor shall be employed insofar as possible from lists furnished the contractor by the employment agency designated in the contract. The contractor may avail himself of the services of the employment agency for obtaining labor of the intermediate and skilled grade.

In the performance of his contract, the contractor shall not discriminate against any worker because of race, creed, color, or national origin.

Classification of Employees

All employees on this project shall be classified as (1) Executive or Administrative, (2) Skilled, (3) Intermediate grade or (4) Unskilled labor. The following definitions shall govern with respect to these classifications:

(1) EXECUTIVE OR ADMINISTRATIVE:

Executive employee shall mean any employee (a) whose primary duty consists of the management of the establishment in which he is employed or of a customarily recognized department or subdivision thereof, and (b) who customarily and regularly directs the work of other employees therein, and (c) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring and firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight, and (d) who customarily and regularly exercises discretionary powers, and (e) who is compensated for his services on a salary basis at not less than $30 per week (exclusive of board, lodging, or other facilities), and (f) whose hours of work of the same nature as that performed by skilled, intermediate grade, or unskilled labor do not exceed 20 per cent of the number of hours worked in the work week by the skilled, intermediate grade, or unskilled labor under his direction; provided that this subsection (f) shall not apply in the case of an employee who is in sole charge of an independent establishment or a physically separated branch establishment.

Administrative employee shall mean any employee (a) who is compensated for his service on a salary or fee basis at a rate of not less than $200 per month (exclusive of board, lodging, or other facilities), and (b) (1) who regularly and directly assists an executive or another administrative employee where such assistance is nonmanual in nature and requires the exercise of discretion and independent judgment; or (b) (2) who performs under only general supervision responsible nonmanual office or field work, directly related to management policies or general business operations, along specialized or technical lines requiring special training, experience, or knowledge, and which requires the exercise of discretion and independent judgment; or (b) (3) whose work involves the execution under only general supervision of special nonmanual assignments and tasks directly related to management policies or general business operations involving the exercise of discretion and independent judgment.

The foregoing definitions are identical with those adopted by the Secretary of Labor under the Fair Labor Standards Act as will appear by reference to the Code of Federal Regulations, Cumulative Supplement, Title 29, Sec. 541.1-2.

(2) SKILLED:

Skilled labor shall include the operators of complex, heavy power equipment and skilled craftsmen of the journeyman grade.

(3) INTERMEDIATE GRADE:

(a) Operators of power equipment except:
  Complex, heavy power equipment
  Trucks of 1½ tons or less (manufacturer's rated capacity)
  Tractors of less than 20 horsepower (manufacturer's rated capacity)
  Passenger cars

(b) Persons performing any other labor which requires considerable training and experience.

(4) UNSKILLED:

Unskilled labor shall include

(a) Operator of trucks of 1½ tons or less (manufacturer's rated capacity), operators of tractors of less than 20 horsepower (manufacturer's rated capacity), and operators of passenger cars.

(b) Helpers to journeyman craftsmen and all other labor which requires no special skill or experience or the exercise of discretion and independent judgment .

Payment of Predetermined Minimum Wages

These contract provisions are supplemented elsewhere in the contract by special provisions which set forth certain predetermined minimum wage rates. The contractor shall pay not less than these rates.

Affidavits and Pay Rolls

The regulations of the Secretary of Labor, under the "Kickback" Act of June 13, 1934 (48 Stat. 948), are hereby made a part of the contract. Any questions conerning the coverage of the regulations, including questions concerning the preservation of weekly pay roll records for a three-year period, as hereinafter required, shall be addressed to the Secretary of Labor.

In accordance with the "Kickback" Act and regulations, each week the contractor and each subcontractor shall furnish to the resident engineer a sworn affidavit, with respect to the wages paid during the preceding weekly pay roll period, in the form prescribed by the regulations as follows:

State of ——————————

County of ——————————

I, —————————— (name of party signing affidavit (—————— (title), being duly sworn, do depose and say: That I pay or supervise the payment of the persons employed by ———— (contractor or subcontractor) on the —————— (building or work); that during the pay roll period commencing on the ———— day of ——————, 19—— and ending the ———day of ——————, 19——, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said ———— (contractor or subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full weekly wages earned by any person, other than permissible deductions, as defined in the Regulations under the "Kickback" Act (48 Stat. 948) and described below:

(Paragraph describing deductions, if any.)

——————————————
(Signature and title)

Sworn to before me this ———— day of ——————, 19——.

The weekly affivadit prepared by the contractor or subcontractor shall be accompanied by a summary statement, with respect to employment, indicating for the pay roll period covered the total number of employees, the total hours worked, and the total amount earned. This statement shall also include the accumulated totals for the total hours worked and the total amount earned. This information shall be submitted on Farm PR-100, which will be furnished for this purpose upon request, or upon any other form which provides for reporting identical information.

In addition to the weekly affidavit and accompanying summary statement, for the pay roll periods nearest to January 15, April 15, July 15 and October 15, the contractor and each subcontractor shall furnish a summary statement with respect to employment, broken down, however, into the four classifications enumerated in Section III hereof. Such summary statement shall indicate for the pay roll period covered the total number of employees, the total hours worked, and the total amount earned for each of the four classifications, and totals for the four classifications combined which latter shall be in agreement with corresponding totals shown on the weekly summary statement, Form PR-100. The quarterly summary statement data shall be submitted on Form PR-200, which will be furnished for this purpose upon request, or upon any other form which provides for reporting identical information.

The submission by the contractor of pay rolls, or copies thereof, is not required. However, in accordance with the "Kickback" regulations referred to above, each contractor or subcontractor shall preserve his weekly pay roll records for a period of three years from the date of completion of his contract. The pay roll records shall set out accurately and completely the name, occupation and hourly wage rate of each employee, hours worked by him during the pay roll period, the full weekly wages earned by him, and deductions made from such weekly wages, and the actual weekly wages paid to him. Such pay roll records shall be made available at all times for inspection by the contracting officer or his authorized representative.

The filing of weekly affidavits with the resident engineer on a project shall be considered compliance with the regulations for filing such documents.

The time books of the contractor and subcontractors shall be open to the inspection of the engineers at any time.

The wages of labor shall be paid in legal tender of the United States, except that this condition will be considered satisfied if payment is made by a negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount, without discount or collection charges of any kind. Where checks are used for payment, the contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements.

No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person as a condition of employment on the project.

No labor shall be charged for any tools used in performing their respective duties except for reasonably avoidable loss or damage thereto.

Every employee on the work covered by this contract shall be permitted to lodge, board and trade where and with whom he elects and neither the contractor nor his agents, nor his employees shall directly or indirectly require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.

No charge shall be made for any transportation furnished by the contractor or his agents to any person employed on the work.

No individual shall be employed as a laborer on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams, trucks or other equipment from individuals. No such rental agreement, or any charges for feed, gasoline, supplies, or repairs on account of such agreement, shall cause any deduction from the wages accruing to any employee except as authorized by the regulations hereinbefore cited.

Record of Materials and Supplies

The contractor shall maintain a record of the total cost of all materials purchased for and incorporated in the work and also of the quantities and costs of the specific materials and supplies purchased for the project, as listed below. Upon completion of the contract, this record shall be submitted to the resident engineer. The listed items shall be reported in the units shown and a separate report will be made of these materials and supplies used on structures over 20 feet long. The total cost of all materials and the total cost of each of the listed items of materials and supplies will be reported to the nearest dollars.

1. Cement: All cements used, whether standard, natural, high-early-strength, or other special types, shall be reported in barrels.

2. Aggregates (Commercial): This item shall include only those aggregates (sand, gravel, and crushed stone or rock) which the contractor purchases from commercial producers and shall be reported in cubic yards. Aggregates locally produced shall be reported under Item No. 15.

3. Bituminous Materials: All bituminous materials purchased by the contractor shall be reported in gallons. This item shall include all liquid asphaltic materials such as S.C., M.C., R.C., and emulsions and all asphaltic cements and tars. All petroleum fuels, lubricating oils and grease shall be reported under Item No. 9, Petroleum Products.

4. Lumber: This item shall include all lumber used for forms or falsework, bridge timbers, floor planks, guard rail, fences, and any other forest products, except timber piling, and shall be reported in thousand board feet.

5. Timber Piling: This item shall be reported in linear feet.

6. Metal Culvert Pipe: This item shall include both cast iron and corrugated metal pipe, and while these items usually appear in linear feet of various diameters, for this report the item shall be converted to pounds.

7. Reinforcing Steel: This item shall be reported in pounds and shall include all steel used as reinforcing in concrete, whether paving, structural, or other.

8. Structural Steel: This item shall be reported in pounds, and shall include all items of steel used in a project not recorded under Items Nos. 6 and 7. Included, therefore, will be fabricated bridge steel, steel piling, steel guard rail, etc.

9. Petroleum Products: This item shall be reported in gallons, and shall include supplies such as gasoline, lubricating oil, diesel fuel or fuel oil used in the operation of equipment or on incidental work connected with the construction of the project.

10. Explosives: This item shall be reported in pounds, and shall include all explosives used in the construction of the project. Caps and fuses shall not be included in this item.

11. Ready-mixed Concrete: This item shall include all concrete used on the job which is purchased in a prepared condition ready for placement as it reaches the job and shall be reported in cubic yards.

12. Premixed Bituminous Paving Materials: This item shall include all bituminous paving mixtures, including rock asphalt, used on the job which are purchased in a prepared condition ready for placement as they reach the job and shall be reported in tons.

13. Concrete Culvert and Drain Pipe: This item shall include both plain and reinforced pipe used on the job and shall be reported in linear feet regardless of size.

14. Clay Culvert Pipe and Drain Tile: This item shall include all clay pipe and title used on the job and shall be reported in linear feet regardless of size.

15. Aggregates (Locally Produced): This item shall include only the quantity of aggregates (sand, gravel, and crushed stone or rock) which is locally produced by the contractor. Quantity shall be reported in cubic yards but no report shall be made of the cost of this item.

Where subcontractors are involved the general contractor shall submit either a single report covering all work both by himself and all his subcontractors, or he may submit separate reports for himself and for each of his subcontractors.

Subletting or Assigning the Contract

The contractor shall perform with his own organization work amounting to not less than 50 per cent of the remainder obtained by subtracting from the total original contract value the sum of any items designated in the contract as "Specialty Items."

Any items that have been selected as "Specialty Items" for the contract are listed as such in the Special Provisions found elsewhere in the contract.

No portion of the contract shall be sublet, assigned, or otherwise disposed of except with the written consent of the contracting officer or his authorized representative. Requests for permission to sublet, assign or otherwise dispose of any portion of the contract shall be in writing and accompanied by a showing that the organization which will perform the work is particularly experienced and equipped for such work. The contractor shall give assurance that the minimum wage for labor as stated in his proposal shall apply to labor performed on all work sublet, assigned or otherwise disposed of in any way. Consent to sublet, assign or otherwise dispose of any portion of the contract shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

SPECIAL PROVISIONS—*Continued*

SCHEDULE OF CONTRACT PRICES

Payment for work done under this contract will be made at the unit prices listed on the inserted sheet or sheets which follow. The quantities given are approximate only, and it is neither expressly nor by implication agreed that the actual amount of work to be done and paid for will correspond therewith.

2M—11-51 State Printing 63609

Summit-Buxton, Paving

Item No.	Item		Unit Price	Amount
1.	RS-1 Emulsified Asphalt in Tack Coat For Forty-four Dollars per ton	40 tons	$44.00	$ 1,760.00
2.	Class "B" Asphaltic Concrete For Seven Dollars per ton	10,500 tons	7.00	73,500.00
3.	RS-1 Emulsified Asphalt in Seal Coat For Forty-six Dollars per ton	54 tons	46.00	2,484.00
4.	Aggregate in Seal Coat For Six Dollars per cu. yd.	320 cu. yds.	6.00	1,920.00
5.	3/4" - 0 Material in Shoulders For Three Dollars and Fifty Cents per cu. yd.	1,500 cu. yds.	3.50	5,250.00
6.	Sprinkling For Two Dollars per M-gal.	30 M-gals.	2.00	60.00
			Amount of Contract	$84,974.00

SCHEDULE OF CONTRACT PRICES—Continued

CONTRACT

THIS CONTRACT, made and entered into, in quadruplicate, this

First day of February, 1952

by and between the State of Oregon, by its State Highway Commission, hereinafter called the "State", party of the first part, and,*

Porter W. Yett, an individual, doing business at
6500 N. E. Ainsworth Street
Portland 13, Oregon

hereinafter called the "contractor", party of the second part;

WITNESSETH:

That the said contractor, in consideration of the sums to be paid by the State in the manner and at the times herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees for himself or itself, his heirs, executors, administrators, and assigns and/or successors and assigns, to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, materials and labor and do all things in accordance with the plans and the specifications and the special provisions and/or in accordance with such modifications of the same as may be made by the engineer, and/or according to such directions as may from time to time be made or given by the engineer under the authority and within the meaning and purpose of this contract.

That the plans and specifications on file with the State Highway Commission at Salem, Oregon, and all the general provisions, construction details, special provisions and schedule of contract prices appended to this contract are hereby specifically referred to and by this reference are made a part hereof, and shall by such reference have the same force and effect as though all of the same were fully written or inserted herein.

---

* Give here the name of the contractor, the form of organization and the recognized address. If the contractor is a copartnership give the names of the partners, and if a corporation give the names of the president, secretary and treasurer and the state in which incorporated.

That the contractor shall faithfully complete and perform all of the obligations of this contract, and in particular shall promptly, as due, make payment to all persons supplying to such contractor, or to a subcontractor, labor or materials or other things for the prosecution of the work provided for in this contract; shall pay all contributions or amounts due the State Industrial Accident Fund, and all contributions or amounts due the State Unemployment Compensation Trust Fund from such contractor or subcontractor incurred or accruing in the performance of said contract; shall pay all such other just debts, dues and demands incurred in the performance of said contract; and shall not permit any lien or claim to be filed or prosecuted against the State or the State Highway Commission.

In consideration of the faithful performance of all of the obligations, both general and special, herein set out, and in consideration of the faithful performance of the work herein embraced as set forth in this contract, the general provisions, construction details, special provisions, schedule of contract prices, and all general and detailed specifications and plans which are a part hereof, and in accordance with the directions of the engineer and to his satisfaction, and, on Federal Aid Projects, to the satisfaction of the Federal Works Agency, or its authorized representative, in conformity with the requirements of the Federal Aid Road Act and all amendments thereto, the State agrees to pay to the said contractor the amount earned, computed from the actual quantities of work performed as shown by the estimates of the engineer and the unit prices named in the attached schedule of contract prices, and to make such payments in the manner and at the times provided in the general provisions hereto appended.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their respective official seals as of the date first above written.

Attest:

STATE OF OREGON, by and through its State Highway Commission

....
Secretary

By ....
As Chairman

Approved:

By ....
As Commissioner

....
State Highway Engineer

By ....
As Commissioner
Party of the First Part

Approved as to form:

....
Chief Counsel

....
Contractor

Executed by Party of Second Part in the presence of:

By ....

By ....

....

By ....
Party of the Second Part

....

BOND TO ACCOMPANY CONTRACT

KNOW ALL MEN BY THESE PRESENTS: That we

Porter W. Yett, an individual, doing business at
6500 N. E. Ainsworth Street
Portland 13, Oregon

as principal, and

as surety, are jointly and severally held and bound unto the State of Oregon, in the sum of

Eighty-four Thousand Nine Hundred Seventy-

four Dollars ($84,974.00)

for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns and/or successors and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That, whereas, the said principal herein has made and entered into a certain contract, copy of which is hereto annexed, with the State of Oregon, which contract, together with the plans, specifications, general provisions, and special provisions, is hereby made a part hereof, whereby the said principal agrees to furnish certain materials and to perform certain work, which things he agrees to do in accordance with the certain terms, conditions, requirements and specifications set out in said contract.

NOW, THEREFORE, if the principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the said contract, in all respects, and shall well and truly and fully do and perform all matters and things by him undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein, or as extended as provided in the general provisions; and shall indemnify and save harmless the State of Oregon, the State Highway Commission, its officers and agents, against any direct or indirect damages that shall be suffered or claimed, or against any claims for injuries to persons or property during the construction of said work, and until the same is accepted; and shall promptly pay

2M—4-51 State Printing Dept. [illegible]

all laborers, mechanics, subcontractors and materialmen; and shall promptly make payments to all persons supplying to the contractor or contractors, or subcontractor or subcontractors labor or materials for the prosecution of the work or any part thereof provided in said contract and shall pay all contributions or amounts due the State Industrial Accident Fund and all contributions or amounts due the State Unemployment Compensation Trust Fund from such contractor or subcontractor incurred in the performance of said contract; and shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the said contractor agrees to pay for such services and all moneys and sums which the contractor may or shall have deducted from the wages of his employees for such services pursuant to law, and any contract entered into or funds collected or deducted from the wages of said employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services; and shall pay all other just debts, dues and demands incurred in the performance of the work and shall pay the State of Oregon such liquidated damages as may accrue to the State under said contract and shall in all respects perform said contract according to law, then this obligation is to be void, otherwise to remain in full force and effect.

Witness our hands this .... day of ...., 19........

....
Principal

By ....

By ....

....
Principal

By ....

By ....

....

....

....

....
Surety

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RECEIVED
FOR FILING

February 4, 1952

Mr. Porter W. Yett
650[illegible] N. E. Ainsworth Avenue
Portland, Oregon

Dear Mr. Yett:

The State Highway Commission on February 1, 1952, awarded you Contract No. 3637 for the paving project of the Summit-Buxton Section of the Nehalem Secondary Highway in Washington County. This award was based on your low bid of $84,974.00 submitted on that date.

I am enclosing a copy of the proposal form, which contains specifications, and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhs
Encl.

cc: H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

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1952
FOR FILING
OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

February 1, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project S-213(15), Summit-Buxton Section of the Nehalem Highway, to Porter W. Yett of Portland, low bidder in the amount of $84,974.00 at the February 1, 1952 bid opening.

Very truly yours,

C. G. Polk
C. G. Polk
District Engineer

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1952
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STATE HIGHWAY COMMISSION

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OREGON DISTRICT

S-213(15)

3637

Files

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

January 16, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project S-213(15), Summit-Buxton Section of the Nehalem Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

FI-324(2) Salem By-Pass Structures 1952
Silverton Rd.-Sunnyview Ave.
#3638 Garden Rd.

OREGON STATE HIGHWAY DEPARTMENT
(date)
Jan. 27, 1953

FI-[illegible]

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3638	8-final	Tom Lillebo	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
681	R-58347	$ 8,700.06	1/26/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Dec. 31, 1952

Time Extensions: None

Completion Date: Nov. 18, 1952

Date Accepted: Nov. 24, 1952

Penalties: None of record

Claims: None of record

Remarks:

Date: 1-27-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

a.a. Wicklander

NOTED ON CARD

Form PR 2 (Revised 1946)

State **Oregon**

Federal Aid Bond Issue Project No. **BFI-324(2)**

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 16th day of January, 1952, by and between **The Oregon State Highway Commission**, constituting for the purpose hereof, the Highway Department of the State of **Oregon** hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the **13th** day of **December**, 19**51**, a program, which was approved on the **11th** day of **January**, 19**52**, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the **16th** day of **January**, 19**52**; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of **one hundred thirty-seven thousand and 00/100** dollars ($**137,000.00**) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State **Proceeds of Bonds authorized by [illegible], [illegible] Chapter 491, Oregon Laws 1951, viz.:** (Include date and citation of act of legislature by which authorized)

Issue [illegible]	Amount	Date of Issue	Beginning Date of Maturities
First	$15,000,000	Oct. 1, 1951	Oct. 1, 1952
Second	$15,000,000	Mar. 1, 1952	Mar. 1, 1953
Third	$10,000,000	Feb. 1, 1953	Feb. 1, 1954

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between **survey station 104+69.69 in the NE 1/4, Section 13, T. 7 S., R. 3 W., W.M., and survey station 238+94.5 in the SE 1/4, Section 25, T. 7 S., R. 3 W., W.M., except stations 106+69 to 156+97.01, 158+41.01 to 170+63.09, and 172+07.09 to 237+84.5.**

, length **0.103** miles, in **Marion** County,

being **Oregon Federal Aid / Bond Issue** project No. **BFI-324(2)**, consisting of **0.000** miles of

roadway and **four** bridges, each of more than 20 feet clear span, **0.103** of a mile in length, **together with two highway underpass structures at Stas. 195+76.35 and 209+26.29.**

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator" "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of **one hundred thirty-seven thousand and 00/100** dollars ($**137,000.00**), which does not exceed the authorized Federal pro rata share of **two hundred twenty-one thousand, six hundred fourteen and 80/100** dollars ($**221,614.80**), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. No payments hereunder will be made to the State as the construction of said project progresses or immediately upon its completion, and no present or immediate obligation is created by this agreement against Federal-aid funds apportioned and now unobligated and available to the State, the purpose and intent of this agreement being to provide aid to the State, as authorized by section 5 of the Federal-Aid Highway Act of 1950, in retiring annual maturities of the principal indebtedness of the bonds mentioned in Article I hereof, and as such bonds mature annually and the State requests Federal reimbursement pursuant hereto to aid in meeting such annual maturities and certifies that such bonds have been retired the Bureau of Public Roads will submit vouchers to the Secretary of the Treasury for payment to the State Treasurer, hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon, of such sums based on such annual maturities as the State shall request and as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. If in any year no Federal funds apportioned to the State shall be unobligated and available from which payments hereunder may be made there shall be no obligation on the part of the Federal Government hereunder on account of bond maturities for that year.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available) **Chapter 529, Laws 1939.**

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Division Engineer,
Public Roads Administration.

RECEIVED
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OREGON DISTRICT

JAN 1 1953

Oregon State Highway Department

Federal Aid Project
No. FI-324 (2)

HAYESVILLE SCHOOL-STATE ST. (STRUCTURES) SECTION, (SALEM BY PASS) OF THE PACIFIC HIGHWAY EAST IN MARION COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 18, 1952

Type Code 1221
Silverton Road Overcrossing (Sta. 104+69.69 to 106+13.69)(Contract No. 3638)

160	cu. yds.	Structural Excavation	$ 8.00	$ 1,280.00
5	cu. yds.	Structural Excavation below Elevation Shown	10.00	50.00
2,800	lin. ft.	Furnish Treated Piling	1.90	5,320.00
64	only	Drive Piles	40.00	2,560.00
300	cu. yds.	Class "A" Concrete	60.00	18,000.00
72,000	lbs.	Metal Reinforcement	0.105	7,560.00
				$ 34,770.00

Type Code 1221
Sunnyview Ave. Overcrossing (Sta. 156+97.01 to 158+41.01)(Contract No. 3638)

160	cu. yds.	Structural Excavation	$ 8.00	$ 1,280.00
5	cu. yds.	Structural Excavation below Elevation Shown	10.00	50.00
3,080	lin. ft.	Furnish Treated Piling	1.90	5,852.00
64	only	Drive Piles	40.00	2,560.00
290	cu. yds.	Class "A" Concrete	57.00	16,530.00
71,000	lbs.	Metal Reinforcement	0.105	7,455.00
				$ 33,727.00

Type Code 1221
Garden Road Overcrossing (Sta. 170+63.09 to 172+07.09)(Contract No. 3638)

120	cu. yds.	Structural Excavation	$ 8.00	$ 960.00
5	cu. yds.	Structural Excavation below Elevation Shown	10.00	50.00
2,800	lin. ft.	Furnish Treated Piling	1.90	5,320.00
64	only	Drive Piles	40.00	2,560.00
300	cu. yds.	Class "A" Concrete	60.00	18,000.00
71,000	lbs.	Metal Reinforcement	0.105	7,455.00
				$ 34,345.00

Type Code A721
"[illegible]" Street Undercrossing (Sta. 195+76.35) (Contract No. 3676)

160	cu. yds.	Structural Excavation	$ 5.00	$ 800.00
10	cu. yds.	Structural Excavation below Elevation Shown	8.00	80.00
1,900	lin. ft.	Furnish Treated Piling	1.40	2,660.00
60	only	Drive Piles	45.00	2,700.00
290	cu. yds.	Class "A" Concrete	64.00	18,560.00
65,000	lbs.	Metal Reinforcement	0.105	6,825.00
323	lin. ft.	Metal Handrail	11.00	3,553.00
				$ 35,178.00

Type Code A721
Center Street Undercrossing (Sta. 202+26.29)

160	cu. yds.	Structural Excavation	$ 5.00	$ 800.00
10	cu. yds.	Structural Excavation below Elevation Shown	8.00	80.00
2,100	lin. ft.	Furnish Treated Piles	1.40	2,940.00
60	only	Drive Piles	45.00	2,700.00
290	cu. yds.	Class "A" Concrete	64.00	18,560.00
65,000	lbs.	Metal Reinforcement	0.105	6,825.00
323	lin. ft.	Metal Handrail	11.00	3,553.00
				$ 35,458.00

Type Code B121
Southern Pacific R.R. Overcrossing (Sta. 237+[illegible]4.5 to 238+94.5) (Contract No. 3677)

110	cu. yds.	Structural Excavation	$ 5.00	$ 550.00
10	cu. yds.	Structural Excavation below Elevation Shown	8.00	80.00
1,700	lin. ft.	Furnish Treated Piling	1.40	2,380.00
64	only	Drive Piles	55.00	3,520.00
250	cu. yds.	Class "A" Concrete	64.00	16,000.00
52,000	lbs.	Metal Reinforcement	0.105	5,460.00
				$ 27,990.00

Subtotals	$201,468.00
10% Engr. & Cont.	20,146.80
Totals	$221,614.80

Length of Structures 0.103 mile

Federal Funds	$137,000.00
State Funds	84,614.80
	$221,614.80

State Funds for Constr.: Chap. 179, Laws 1917; chap. 31, Laws 1920; chap. 529, Laws 1939; chap. 471, Laws 1951.
State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid Project
No. BFI-324 (2)

HAYESVILLE SCHOOL-STATE ST. (STRUCTURES) SECTION, (SALEM BYPASS) OF THE PACIFIC HIGHWAY EAST IN MARION COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 20, 1952

Type Code X221
Silverton Road Overcrossing (Sta. 104+69.69 to 106+13.69)
(Contract No. 3638)

160	cu. yds.	Structural Excavation	$ 8.00	$ 1,280.00
5	cu. yds.	Structural Excavation below Elevation Shown	10.00	50.00
2,800	lin. ft.	Furnish Treated Piling	1.90	5,320.00
64	only	Drive Piles	40.00	2,560.00
300	cu. yds.	Class "A" Concrete	60.00	18,000.00
72,000	lbs.	Metal Reinforcement	0.105	7,560.00
				$ 34,770.00

Type Code X221
Sunnyview Ave. Overcrossing (Sta. 156+97.01 to 158+41.01) (Contract No. 3638)

160	cu. yds.	Structural Excavation	$ 8.00	$ 1,280.00
5	cu. yds.	Structural Excavation below Elevation Shown	10.00	50.00
3,080	lin. ft.	Furnish Treated Piling	1.90	5,852.00
64	only	Drive Piles	40.00	2,560.00
290	cu. yds.	Class "A" Concrete	57.00	16,530.00
71,000	lbs.	Metal Reinforcement	0.105	7,455.00
				$ 33,727.00

Type Code X221
Garden Road Overcrossing (Sta. 170+63.09 to 172+07.09) (Contract No. 3638)

120	cu. yds.	Structural Excavation	$ 8.00	$ 960.00
5	cu. yds.	Structural Excavation below Elevation Shown	10.00	50.00
2,800	lin. ft.	Furnish Treated Piling	1.90	5,320.00
64	only	Drive Piles	40.00	2,560.00
300	cu. yds.	Class "A" Concrete	60.00	18,000.00
71,000	lbs.	Metal Reinforcement	0.105	7,455.00
				$ 34,345.00

Type Code X721
"D" Street Undercrossing (Sta. 195+76.35)

160	cu. yds.	Structural Excavation	$ 10.00	$ 1,600.00
10	cu. yds.	Structural Excavation Below Elevation Shown	10.00	100.00
1,900	lin. ft.	Furnish Treated Piling	1.50	2,850.00
60	only	Drive Piles	45.00	2,700.00
290	cu. yds.	Class "A" Concrete	62.50	18,125.00
65,000	lbs.	Metal Reinforcement	0.11	7,150.00
323	lin. ft.	Metal Handrail	12.00	3,876.00
				$ 36,401.00

Type Code X721
Center Street Undercrossing (Sta. 209+26.29)

160	cu. yds.	Structural Excavation	10.00	1,600.00
10	cu. yds.	Structural Excavation Below Elevation Shown	10.00	100.00
2,100	lin. ft.	Furnish Treated Piles	1.50	3,150.00
60	only	Drive Piles	45.00	2,700.00
290	cu. yds.	Class "A" Concrete	62.50	18,125.00
65,000	lbs.	Metal Reinforcement	0.11	7,150.00
323	lin. ft.	Metal Handrail	12.00	3,876.00
				$ 36,701.00

Type Code X121 237+84± 238+94
Southern Pacific R.R. Overcrossing (Sta. ~~237+92 to 239+02~~)

110	cu. yds.	Structural Excavation	10.00	$ 1,100.00
10	cu. yds.	Structural Excavation Below Elevation Shown	10.00	100.00
1,700	lin. ft.	Furnish Treated Piling	1.50	2,550.00
64	only	Drive Piles	45.00	2,880.00
250	cu. yds.	Class "A" Concrete	65.00	16,250.00
52,000	lbs.	Metal Reinforcement	0.12	6,240.00
				$ 29,120.00

Subtotal	$205,064.00
10% Engr. & Cont.	20,506.40
Total	$225,570.40

Length of Structures 0.103 mile

Federal Funds	$140,000.00
State Funds	85,570.40
	$225,570.40

Oregon State Highway Department

Federal Aid Project
No. BFI-324 (2)

HAYESVILLE SCHOOL-STATE ST. (STRUCTURES) SECTION,
(SALEM BY-PASS) OF THE PACIFIC HIGHWAY EAST IN MARION COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 15, 1952

Type Code X221
Silverton Road Overcrossing (Sta. 104+69.62 to 106+13.62)

160	cu. yds.	Structural Excavation	$ 8.00	$ 1,280.00
5	cu. yds.	Structural Excavation, below Elevations Shown	10.00	50.00
2,800	lin. ft.	Furnish Treated Piling	1.50	4,200.00
64	only	Drive Piles	40.00	2,560.00
300	cu. yds.	Class "A" Concrete	62.50	18,750.00
72,000	lbs.	Metal Reinforcement	.12	8,640.00
				$ 35,480.00

Type Code X221
Sunnyview Ave. Overcrossing (Sta. 156+97.01 to 158+41.01)

160	cu. yds.	Structural Excavation	$ 8.00	$ 1,280.00
5	cu. yds.	Structural Excavation, Below Elevations Shown	10.00	50.00
3,080	lin. ft.	Furnish Treated Piling	1.50	4,620.00
64	only	Drive Piles	40.00	2,560.00
290	cu. yds.	Class "A" Concrete	62.50	18,125.00
71,000	lbs.	Metal Reinforcement	.12	8,520.00
				$ 35,155.00

Type Code X221
Garden Road Overcrossing (Sta. 170+63.09 to 172+07.09)

120	cu. yds.	Structural Excavation	$ 8.00	$ 960.00
5	cu. yds.	Structural Excavation, Below Elevations Shown	10.00	50.00
2,800	lin. ft.	Furnishing Treated Piling	1.50	4,200.00
64	only	Drive Piles	40.00	2,560.00
300	cu. yds.	Class "A" Concrete	62.50	18,750.00
71,000	lbs.	Metal Reinforcement	.12	8,520.00
				$ 35,040.00

Subtotal	$105,675.00
10% Engr. & Cont.	10,567.50
Total	$116,242.50

Length of 3 Structures 0.082 mile

Federal Funds- -	$ 72,000.00
State Funds- -	44,242.50
	$116,242.50

HAYESVILLE SCHOOL-STATE STREET SECTION

PROJECT NO. FI-324 (2)

All necessary rights of way have been acquired for this project, except the agreement with the Southern Pacific Company concerning encroachment on their right of way necessary in the construction of the overcrossing structure over their tracks. It is now believed a right of entry will be obtained within 15 days.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

February 27, 1952

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F1-324(2)

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January 13, 1953

Glens Falls Indemnity Co.
Pacific Coast Dept.
6th Floor, Mills Tower
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 3638 for work performed on Salem By-pass Structures on the Pacific Highway East in Marion County was completed by the contractor, Tom Lillebo, on November 18 and was formally accepted by the Highway Commission on November 24, 1952.

Final payment in the amount of $8,700.06 will be released to the contractor on or after November 23, 1953. The total contract amount is $100,944.41 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

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November 21, 1952

Glens Falls Indemnity Co.
Pacific Coast Dept.
6th Floor, Mills Tower
San Francisco 4, Calif.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Tom Lillebo on contract No. 3638, for by-pass structures on the Pacific Highway East at Salem in Marion County.

This payment, in the amount of $960.00, will be released to the contractor on or after December 1, 1952. The retained percentage is $7,713.15.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

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February 20, 1952

Mr. Tom Lillebo
Reedsport
Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3638, which was awarded to you on February 5, 1952 by the State Highway Commission, covering construction of Salem By-pass Structures on the Pacific Highway East in Marion County.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

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AGENDA
FEB 1 9 1952

February 5, 1952

Mr. Tom Lillebo

Reedsport, Oregon

Dear Mr. Lillebo:

The State Highway Commission on January 31st accepted your proposal to construct the Salem by-pass structures in Marion County for the sum of $102,842.00, and awarded contract No. 3638 to you subject to clearance of right of way and concurrence from the Bureau of Public Roads. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

I am enclosing a copy of the proposal form, which contains specifications, and may be useful pending preparation of the contract forms.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

cc - R. G. Smith
Goldie Lewis
W. M. Franzwa (S.I.A.C.)
G. S. Paxson
S. H. Probert

S+C

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DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE	LETTER TELEGRAM
VICTORY LETTER	SHIP RADIOGRAM

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
February 5, 1952
10:30 a.m.

Mr. Tom Lillebo

Reedsport, Oregon

The State Highway Commission today received satisfaction of condition governing award to you of contract for Salem By-pass Structures in Marion County for which you submitted low bid on January 31. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

CONFIRMATION
C. W. Mead
Auditor (5001-900)
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DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

February 5, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of way have been secured for Oregon Project AFI-324(2), Hayesville School--State Street (Structures) Unit, Salem By-pass Section, Pacific Highway East, we hereby concur as of this date in award of contract to Tom Lillebo of Reedsport, Oregon, low bidder in the amount of $102,842.00 at the January 31, 1952 bid opening.

Very truly yours,

C G Polk
C. G. Polk
District Engineer

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February 5, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Re: Salem By-Pass Structures
F. A. No. EFI-324(2)

This is to advise that all rights of way have been secured, and we are in a position to award the contract for the Salem By-Pass Structures (Silverton Road, Sunnyview Avenue, and Garden Road) to Tom Lillebo of Reedsport at his low bid of $102,842.00. May we have your concurrence in this award.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

GSP:gm
cc G. S. Paxson

6

3:3 E: Contract 1636

BFI-35(6) Rock Cr. Br., Mosier O'Xing 1952
& Mosier Cr. Br., Columbia
#3639 River Hwy.

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January 24, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing four copies of estimate as basis for project agreement for the Hood River-Mosier (Structures) Section, which estimate has been revised by the inclusion of work performed by the Union Pacific Company's forces.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

Encl.

JWN:bb

Oregon State Highway Department　　　　Federal Aid Project No. BF1-35 (6)

HOOD RIVER-MOSIER (STRUCTURES) SECTION OF THE COLUMBIA RIVER HIGHWAY IN WASCO AND HOOD RIVER COUNTIES

(Revised Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 23, 1956

STRUCTURES

Type Code X021
Rock Creek Bridge (Sta. 1496+53 to 1497+73)(Contract No. 3632)

All Required	Shoring, Cribbing, Etc.	$	$ 7,855.00
60 cu. yds.	Excavation	10.00	600.00
5 cu. yds.	Excavation Below Elevation Shown	20.00	100.00
430 lin. ft.	Furnish Treated Piling	1.40	602.00
12 only	Drive Piles	90.00	1,080.00
230 cu. yds.	Class "A" Concrete	68.00	15,640.00
63,000 lbs.	Metal Reinforcement	0.105	6,615.00
254 lin. ft.	Metal Handrail	12.00	3,048.00
			$ 35,540.00

Type Code X021
Mosier Creek Bridge (Sta. 1521+09 to 1522+91)(Contract No. 3632)

All Required	Shoring, Cribbing, Etc.	$	$ 11,287.00
110 cu. yds.	Excavation	9.00	990.00
5 cu. yds.	Excavation Below Elevation Shown	18.00	90.00
820 lin. ft.	Furnish Treated Piling	1.40	1,148.00
920 lin. ft.	Furnish Untreated Piling	0.70	644.00
16 only	Drive Piles	90.00	1,440.00
36 only	Drive Untreated Piles	50.00	1,800.00
390 cu. yds.	Class "A" Concrete	68.00	26,520.00
105,000 lbs.	Metal Reinforcement	0.105	11,025.00
372 lin. ft.	Metal Handrail	12.00	4,464.00
			$ 59,408.00

Type Code X121
Shogren Overcrossing (Union Pacific Co.'s Tracks)(Sta. 1575+73.77 to 1576+34.73)(Contract No. 3636)

550 cu. yds.	Excavation	$15.00	$ 8,250.00
10 cu. yds.	Excavation Below Elevation Shown	15.00	150.00
980 cu. yds.	Class "A" Concrete	74.00	72,520.00
230,000 lbs.	Metal Reinforcement	0.105	24,150.00
640 lin. ft.	Metal Handrail	11.00	7,040.00
			$112,110.00

Type Code X221
Columbia River Bridge Grade Separation Structure
(Sta. 1221+4[illegible].99 to 1222+4[illegible].99) (Contract No. 3732)

150 cu. yds.	Structural Excavation	$ 2.50	$ 375.00
10 cu. yds.	Excavation Below Elevation Shown	5.00	50.00
700 lin. ft.	Furnish Treated Piling	1.41	987.00
1,200 lin. ft.	Furnish Untreated Piling	0.61	732.00
12 only	Drive Treated Piles	55.00	660.00
32 only	Drive Untreated Piles	35.00	1,120.00
190 cu. yds.	Class "A" Concrete	68.50	13,015.00
42,000 lbs.	Metal Reinforcement	0.10	4,200.00
280 sq. yds.	Concrete Slope Pavement	6.50	1,820.00
214 lin. ft.	Metal Handrail	8.90	1,904.60
			$ 24,863.60

Pumping System for Grade Separation Structure
at Sta. 1221+4[illegible].99 to 1222+4[illegible].99 (Contract No. 3732)

90 cu. yds.	Structural Excavation	$ 9.50	$ 855.00
10 cu. yds.	Excavation Below Elevation Shown	15.00	150.00
70 cu. yds.	Trench Excavation	6.00	420.00
30 cu. yds.	Class "A" Concrete	80.00	2,400.00
2,000 lbs.	Metal Reinforcement	0.10	200.00
All Required	Pumping System for Overcrossing		5,653.00
All Required	Miscellaneous Metal		240.00
			$ 9,918.00

Type Code X721
Mosier Grade Separation Structure (Sta. 1505+7[illegible].70) (Contract No. 3721)

55 cu. yds.	Structural Excavation	$ 7.00	$ 385.00
5 cu. yds.	Excavation Below Elevation Shown	10.00	50.00
860 lin. ft.	Furnish Treated Timber Piling	1.20	1,032.00
450 lin. ft.	Furnish Steel Piling	6.50	2,925.00
24 only	Drive Timber Piles	80.00	1,920.00
8 only	Drive Steel Piles	110.00	880.00
190 cu. yds.	Class "A" Concrete	75.00	14,250.00
41,000 lbs.	Metal Reinforcement	0.105	4,305.00
235 lin. ft.	Metal Rail	9.10	2,138.50
340 sq. yds.	Concrete Slope Pavement	7.50	2,550.00
			$ 30,435.50

Type Code X721
Columbia River Bridge Approach Undercrossing (Sta. 1215+50.[illegible]3)
(Contract No. 4008)

All Required	Remove Section of Old Trestle	$	$ 1,000.00
All Required	Raise Section of Old Trestle		4,000.00
120 cu. yds.	Structural Excavation	3.00	360.00
5 cu. yds.	Structural Excavation Below Elevation Shown	10.00	50.00
8 M-FBM	Treated Lumber in Place	390.00	3,120.00
176 cu. yds.	Class "A" Concrete	53.00	9,328.00
41,000 lbs.	Metal Reinforcement	0.11	4,510.00

70 lin. ft.	6-inch Metal Drain Pipe	$ 3.00	$ 210.00
			$ 22,578.00
All Required	Work By Union Pacific R.R. Co. Forces		10,772.60
	Subtotal		$305,625.70
	Engr. & Cont.		18,712.71
	Total		$324,338.41

Type Code Y007
Guard Rail (Sta. 1208+73 to Sta. 1575+74)(Contract No. 3909)

31,200 lin. ft.	Metal Guard Rail	$ 2.19	$ 68,328.00
430 only	Corrugated Metal Sight Posts	4.00	1,720.00
	Subtotal		$ 70,048.00
	10% Engr. & Cont.		7,004.80
	Total		$ 77,052.80

Length of Roadway	6.852 Miles
Length of Structures	0.135 Mile
Total Length	6.987 Miles
Cost Per Mile	$11,245.30

SUMMARY OF COST

Description	Total Cost	Federal Funds	State Funds
Roadway	$ 77,052.80	$ 47,607.00	$ 29,445.80
Structures	324,338.41	200,393.00	123,945.41
	$401,391.21	$248,000.00	$153,391.21

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939; Chap. 491, Laws 1951.
State Funds for Maintenance: Chap. 529, Laws 1939.

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 23, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACT0R)
3639	16-final	PARKER-JOHNSON CO.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
13762	R-71672	$ 10,914.31	22 7/2353

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Aug. 31, 1952

Time Extensions: to May 15, 1953 without penalty

Completion Date: May 15, 1953

Date Accepted: June 25, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 7-24-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

aa Wicklander

NOTED ON CARD
7-24-53

RECEIVED
JUL 10 1953
FOR FILING

July 9, 1953

Glens Falls Indemnity Co.
Pacific Coast Department
6th Floor Mills Tower
San Francisco, Calif.

Gentlemen:

State Highway Contract No. 3639 for construction of the Rock and Mosier Creek Bridges and the Mosier Overcrossing on the Columbia River Highway in Wasco County was completed by the contractor, Parker-Johnson Co., on May 15 and was formally accepted by the Highway Commission on June 25, 1953.

Final payment in the amount of $10,914.31 will be released to the contractor on or after July 20, 1953. The total contract amount is $173,725.05 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
FOR FILING

[illegible]

3639

April 22, 1953

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

It is the intention of the State Highway Commission to release to Parker-Johnson Co. a portion of the funds heretofore retained by the Commission on contract No. 3639, for bridges and overcrossing on the Rock Creek, Mosier and Mosier Creek Sections of the Columbia River Highway, Wasco County.

This payment, in the amount of $10,131.94, reduces the retained percentage to 3% on the Mosier Overcrossing portion, or the sum of $9,066.08. The present payment will be released to the contractor on or after May 2, 1953.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD

4-22-53

RECEIVED
1952
FOR FILING

September 17, 1952

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

It is the intention of the State Highway Commission to release to Parker-Johnson Company a portion of the funds heretofore retained by the Commission on contract No. 3639, covering the Mosier Overcrossing and the Rock and Mosier Creek Bridges on the Columbia River Highway in Wasco County.

This payment, in the amount of $14,962.34, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $3,233.17. The present payment will be released to the contractor on or after September 27, 1952.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD
9-17-52

RECEIVED
SEP 1952
FOR FILING

September 8, 1952

Parker-Johnson Co.
2002 S. E. Clinton
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on August 18, 1952, had under discussion your request for an extension of time of 258 days, from August 31, 1952 to and including May 15, 1953, within which to complete your contract No. 3639 for constructing Rock Creek and Mosier Creek Bridges and the Mosier Overcrossing on the Columbia River Highway in Wasco County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: [illegible]. E. Chandler,
Division Engineer

Robert Ellison,
Resident Engineer

G. S. Paxson,
Bridge Engineer

NOTED ON CARD

RECEIVED
1952
FOR FILING

File

FORM E-20X 15M 1-52 65419

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

C O P Y

Salem, Oregon
September 3, 1952

SUBJECT: Rock Creek Bridge, Mosier Overcrossing and Mosier Creek Bridge Contract No. 3639

To: Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

The Parker-Johnson Company of Portland have our Contract No. 3639 for the construction of the Mosier Overcrossing and bridges over Rock Creek and Mosier Creek. They have completed the Mosier Overcrossing but have been held up on the Rock Creek and Mosier Creek Bridges because of noncompletion of the advised hydraulic embankment. We have now awarded another contract for an overcrossing of the highway just north of the Mosier Railroad Overcrossing. The contractor for this structure will use the Mosier Railroad Overcrossing to get to his work.

[illegible] ←

Since the railroad overcrossing structure is complete and will be used in giving access to this second contract, I would recommend that we reduce the retained percentage on this structure to three per cent still applying the full retained percentage on the Rock Creek and Mosier Creek Bridges.

Very truly yours,

(sgd) G. S. Paxson

G. S. Paxson
Bridge Engineer

GSP:cb
cc: Auditor

Approved:

(sgd) W. C. Williams
Assistant State Highway Engineer

Original sent to Mr. Paxson

RECEIVED
JUL 15 1952
FOR FILING

July 14, 1952

State Highway Commission

Request for extension of time
No. 1
August 18 and 19 meeting.

Gentlemen:

Re: Rock Creek Bridge,
Mosier Overcrossing and
Mosier Creek Bridge,
Contract No. 3639

Herewith request for an extension of time to and including May 15, 1953, for the completion of work on the Rock Creek Bridge, Mosier Overcrossing and Mosier Creek Bridge on the Columbia River Highway at Mosier, Parker-Johnson Company, contractor.

The Mosier Overcrossing is practically complete. The Rock Creek and Mosier Creek Bridges cannot be built until the hydraulic embankment is in place, and it is now estimated that this will be approximately October 1. This will not leave sufficient time to complete these two structures in this construction season. For this reason it is recommended that the extension be granted without penalty to the contractor. Attached hereto is the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

Encl.

GSP:gm

RECEIVED
FOR FILING

[illegible]

3639

February 20, 1952

Parker-Johnson Company
2002 S. E. Clinton
Portland, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3639, which was awarded to you on February 5, 1952 by the State Highway Commission, for constructing Rock Creek Bridge, Mosier Overcrossing and Mosier Creek Bridge on the Columbia River Highway in Wasco County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded

RECEIVED
MAY 29 1952
FOR FILING

AGENDA
FEB 19 1952

4-d

February 5, 1952

Parker-Johnson Company
[illegible] S. E. Clinton
Portland 2, Oregon

Gentlemen:

The State Highway Commission on January 31st accepted your proposal to construct the Rock Creek Bridge, Mosier Overcrossing, and Mosier Creek Bridge on the Columbia River Highway in Wasco County for the sum of $160,846.00, and awarded contract No. 3677 to you subject to clearance of right of way and concurrence from the Bureau of Public Roads. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

I am enclosing a copy of the proposal form, which contains specifications, and may be useful pending preparation of the contract forms.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

md
Enc.

cc - H. G. Smith
S. H. Probert
Goldie Lewis
E. M. Franzwa (S.I.A.C.)
E. S. Paxson

5-C

RECEIVED
FOR FILING

[illegible]

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE	LETTER TELEGRAM
VICTORY LETTER	SHIP RADIOGRAM

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
February 5, 1952
10:35 a.m.

Parker-Johnson Co.
2002 S. E. Clinton
Portland 2, Oregon

The State Highway Commission today received satisfaction of condition governing award to you of contract for Rock Creek Bridge, Mosier Overcrossing and Mosier Creek Bridge on Columbia River highway in Wasco County for which you submitted low bid on January 31, 1952. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

CONFIRMATION
C. W. Head
Auditor (5001-900)
Files ✓

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1952
FOR FILING

OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

400 STATE HIGHWAY BLDG.
SALEM, OREGON

February 5, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project BFI-35(6), Hood River-Mosier (Structures) Section of the Columbia River Highway, to Parker-Johnson Company of Portland, low bidder in the amount of $160,846.00 at the January 31, 1952 bid opening.

Very truly yours,

CG Polk
C. G. Polk
District Engineer

RECEIVED
[illegible] 1952
FOR FILING

[illegible]

[illegible]

February 5, 1952

NOTE
[illegible]

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Re: Rock Creek Bridge, Mosier Overcrossing and Mosier Creek Bridge
F. A. No. BFI-35(6)

This is to advise that we are in a position to award the contract for the Rock Creek Bridge, Mosier Overcrossing and Mosier Creek Bridge on the Columbia River Highway in Wasco County to Parker-Johnson Company of Portland at their low bid of $160,846.00. May we have your concurrence in this award.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. V. Stiffler
Assistant State Highway Engineer

OSP:gm
cc O. S. Paxson

RECEIVED
FOR FILING

January 30, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed are approved copies of the plans and proposal including special provisions for Oregon Project BFI-35(6), Hood River-Mosier (Structures) Section of the Columbia River Highway.

Very truly yours,

W. H. LYNCH
Division Engineer

By:
L. J. Caufield
Principal Highway Engineer

Encls.

Original & [illegible] sent to
[illegible] Project [illegible]

RECEIVED
FOR FILING
OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

January 17, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The following telegram was received January 16 from our Washington Office:

> "OREGON 3RD SUPPLEMENTAL BOND ISSUE PROGRAM BEING APPROVED OUR MEMO EFFECTIVE JAN. 15 WITH EXCEPTION OF ITEMS 20 AND 21, PROJECTS BFI-174(16) and BFI-35(6) RESPECTIVELY. RAILWAY GRADE SEPARATION STRUCTURES INVOLVED IN ITEM 20 AT HOOD RIVER AND ITEM 21 AT MOSIER CONNECTING ROAD NOT ON PRIMARY SYSTEM. THESE STRUCTURES CANNOT BE ACCEPTED AS INCIDENTAL CONSTRUCTION. SYSTEM ACTION WILL BE REQUIRED BEFORE THESE STRUCTURES CAN BE PROGRAMMED. ITEMS 20 AND 21 REVISED TO EXCLUDE THESE STRUCTURES WOULD BE ACCEPTABLE FOR PROGRAMMING."

After conferring with Mr. Williams and forwarding to our Division Office the results of this conference, the Division Office on January 16 transmitted the following wire to Washington, via Western Headquarters:

> "DISTRICT ENGINEER POLK WIRES QUOTE RETEL MCCOY 15TH OREGON THIRD SUPPLEMENTAL BOND PROGRAM. STATE REQUESTS ADDITION TO PRIMARY SYSTEM OF HOOD RIVER AND MOSIER CONNECTING ROUTE AS SPURS OF FEDERAL AID ROUTE ONE, ON BASIS OF MAPS AND OTHER INFORMATION FURNISHED AT PROGRAM STAGE. IF THIS POSSIBLE APPROVAL OF PROGRAM ITEMS 20 AND 21 DESIRED EFFECTIVE TODAY. IF THIS ACTION NOT POSSIBLE STATE REQUESTS APPROVAL ITEMS 20 AND 21 EFFECTIVE TODAY WITH RAILROAD GRADE SEPARATION STRUCTURES ON CONNECTING ROADS DELETED FROM PROGRAM. UNQUOTE. REQUESTED SYSTEM ACTION SHOWN ON SHEETS 3 AND 13 MENTIONED IN POLKS DECEMBER 13 MEMO FORWARDED TO YOU WITH OURS OF DECEMBER 14. REQUESTED SYSTEM ACTION WILL BE CONFIRMED BY STATE HIGHWAY COMMISSION AS OF THIS DATE. WE RECOMMEND IT AND COMPLETE PROGRAM APPROVAL OF ITEMS 20 AND 21, ALL EFFECTIVE JANUARY 16. THIS DESIRABLE AS PS&E HAVE BEEN PREPARED ACCORDINGLY.
>
> IF RECOMMENDED SYSTEM AND PROGRAM ACTION NOT POSSIBLE WE CONCUR IN STATES REQUEST FOR DELETION OF RAILROAD GRADE SEPARATION

STRUCTURES AT HOOD RIVER AND MOSIER AND PROGRAM APPROVAL AS OF THIS DATE OF BALANCE OF PROGRAM ITEMS 20 AND 21. IN THIS EVENT AND IF P.S.&E. PAPERS ARE SUBMITTED COVERING ALL WORK WE WILL APPROVE SUBJECT TO DELETION OF GRADE CROSSING STRUCTURES FROM FEDERAL PARTICIPATION AND SUBMISSION OF REVISED DOCUMENTS AT AGREEMENT STAGE. THIS WILL PERMIT STATE TO PROCEED WITH CONTRACTING AS NOW CONTEMPLATED."

Please note that requested system action must be confirmed by written request from the State Highway Commission effective January 16. This matter was discussed with Mr. Probert who agreed to prepare the necessary papers for execution by the Commission.

In the event that both system and program action are approved by our Washington Office on the basis of information furnished them in the above wire, we desire an expression from you as to the reaction of the Highway Commission. If it is favorable, we could clear the P.S. and E's for advertising even though formal execution of the system action request is not made until the Commission meets on January 31.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
[illegible] 18 1952
[illegible]
[illegible] COMMISSION

January 2, 1952

C
O
P
Y

Mr. C. G. Polk, District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Re: Mosier Overcrossing and Shogren Overcrossing, F. A. BFI - 35 (6)

Reference is made to two overcrossings of the Union Pacific railroad in the vicinity of Mosier. This is your Program No. 21.

The first of these crossings, known as the Mosier Overcrossing, makes a connection between the old Columbia River Highway in the Town of Mosier and the relocated Columbia River Highway which lies to the north of the railroad tracks. All traffic which will use the proposed crossing now uses the old Columbia River Highway without a grade crossing of the railroad. In view of the terms of General Administrative Memorandum No. 325, the project is of no benefit to the Railroad Company.

The second of these crossings is known as the Shogren Overcrossing and is located approximately 1½ miles east of Mosier. At this point the relocated Columbia River Highway, which to the west lies north of the Union Pacific tracks, overcrosses these tracks and continues on easterly on the south side of the tracks. All traffic using the relocated Columbia River Highway is now served by the existing Columbia River Highway which does not cross the Union Pacific tracks at grade. Under the terms of General Administrative Memorandum No. 325 this crossing is of no benefit to the railroad.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

GSP:gm
cc G. S. Paxson

BFI-189(9) Divide-Anlauf Unit, Divide- 1952
Rice Hill Sec., Pacific Hwy.
#3640 [redacted]

Oregon State Highway Department Federal Aid Project No. BFI-189(9)

DIVIDE-ANLAUF UNIT, DIVIDE-RICE HILL SECTION

OF THE PACIFIC HIGHWAY IN LANE AND DOUGLAS COUNTIES

(Revised Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 19, 1955

Type Code 6201
4-Lane Pavement (Sta. 1056+80 to 1061+03.93 = 0.00 to 177+00)
(Sta. 186+00 to 200+00) (Sta. 250+00 to 295+00) (Contract No. 3640)

All Required	Clearing and Grubbing (80%)		$ 61,600.00
All Required	Removal of Drainage Structures (80%)		3,600.00
2,340 cu. yds.	Structural Excavation, Unclassified	$ 3.00	7,020.00
510 cu. yds.	Trench Excavation, Unclassified	2.00	1,020.00
1,118,000 cu. yds.	General Excavation, Unclassified	0.48	536,640.00
2,595,300 yd. sta.	Short Overhaul	0.02	51,906.00
33,200 C-yd. sta.	Long Overhaul	0.50	16,600.00
4.72 miles	Finishing Roadbed and Slopes	1,000.00	4,720.00
20,700 lin. ft.	Rounding Cutbanks	0.20	4,140.00
230 lin. ft.	6-inch Perforated Metal Drain Pipe, Coated	2.00	460.00
50 lin. ft.	18-inch Corrugated Metal Pipe	4.00	200.00
160 lin. ft.	24-inch Corrugated Metal Pipe	6.00	960.00
2,170 lin. ft.	18-inch Concrete Pipe	3.50	7,595.00
720 lin. ft.	24-inch Concrete Pipe	4.60	3,312.00
160 lin. ft.	24-inch Extra Strength Concrete Pipe	5.30	848.00
380 lin. ft.	30-inch Concrete Pipe	7.00	2,660.00
130 lin. ft.	36-inch Concrete Pipe	9.50	1,235.00
150 lin. ft.	Install 72" Extra Strength Corrugated Metal Pipe, Protected Invert	6.00	900.00
188 lin. ft.	Install 84" Corrugated Metal Pipe, Protected Invert	6.50	1,222.00
474 lin. ft.	Install 96" Sectional Plate Culvert, 8 Gauge	10.00	4,740.00
162 lin. ft.	Install 102" Sectional Plate Culvert, 8 Gauge	13.00	2,106.00
40 lin. ft.	Install 138" Sectional Plate Culvert, 7 Gauge	16.00	640.00
522 lin. ft.	Install 138" Sectional Plate Culvert, 5 Gauge	16.00	8,352.00
40 cu. yds.	3/8" - 0 Backfill in Drains	6.00	240.00

200 cu. yds.	Grouted Cement Rubble Masonry	$ 35.00	$ 7,000.00
4 only	Concrete Manholes	200.00	800.00
1 only	Concrete Catch Basins	150.00	150.00
150 lin. ft.	Metal Guard Rail	3.50	525.00
230 only	Concrete Sight Posts	10.00	2,300.00
143,600 cu. yds.	3" - 0 Material in Base	2.30	330,280.00
20,400 cu. yds.	3/4" - 0 Material in Base and Shoulders	2.40	48,960.00
4,800 M-gal.	Sprinkling	2.00	9,600.00
4.72 miles	Preparation of Base	200.00	944.00
1,640 cu. yds.	3/4" - 0 Material in Binder Course	3.75	6,150.00
275 tons	Furnishing and Placing RC-3 Asphalt in Binder Course	45.00	12,375.00
36,600 tons	Class "B" Asphaltic Concrete	6.00	219,600.00
155 tons	RS-1 Emulsified Asphalt in Seal Coat	50.00	7,750.00
930 cu. yds.	Aggregate in Seal Coat	5.00	4,650.00
400 lin. ft.	Asphaltic Concrete Traffic Markers	1.00	400.00
			$1,374,200.00

Metal Culvert Pipe - Furnished by State

150 lin. ft.	72" Extra Strength Corrugated Metal Pipe, Protected Invert	$ 32.00	$ 4,800.00
188 lin. ft.	84" Corrugated Metal Pipe, Protected Invert, 8 Gauge	39.00	7,332.00
474 lin. ft.	96" Sectional Plate Culvert, 8 Gauge	40.00	18,960.00
162 lin. ft.	102" Sectional Plate Culvert, 8 Gauge	42.50	6,885.00
40 lin. ft.	138" Sectional Plate Culvert, 7 Gauge	62.00	2,480.00
522 lin. ft.	138" Sectional Plate Culvert, 5 Gauge	66.00	34,452.00
			$ 74,909.00

Approved Price Agreement No. 5
4-Lane Roadway (Sta. 177+00 to Sta. 186+00)

15,900 cu. yds.	General Excavation	$ 0.48	$ 7,632.00
3,100 yd. sta.	Short Overhaul	0.02	62.00
0.17 mile	Finishing Roadbed and Slopes	1,000.00	170.00
300 lin. ft.	Rounding Cutbanks	0.20	60.00
4,300 cu. yds.	3" - 0 Material in Base	2.30	9,890.00
730 cu. yds.	3/4" - 0 Material in Base and Shoulders	2.40	1,752.00
125 M-gal.	Sprinkling	2.00	250.00
0.17 mile	Preparation of Base	200.00	34.00
51 cu. yds.	3/4" - 0 Material in Binder Course	3.75	191.25

8 tons	RC-3 Asphalt in Binder Course	$ 45.00	$ 360.00
1,100 tons	Class "B" Asphaltic Concrete	6.00	6,600.00
5 tons	RS-1 Emulsified Asphalt in Seal Coat	50.00	250.00
17 cu. yds.	Aggregate in Seal Coat	5.00	85.00
			$ 27,336.25

Type Code X121
Anlauf Railroad Overcrossing (**Sta. AN15+71 to AN18+21**)
(**Contract No. 3624**)

230 cu. yds.	Structural Excavation	$ 12.00	$ 2,760.00
10 cu. yds.	Structural Excavation Below Elevation Shown	20.00	200.00
580 cu. yds.	Class "A" Concrete	67.00	38,860.00
130,000 lbs.	Metal Reinforcement	0.106	13,780.00
520 lin. ft.	Metal Handrail	13.00	6,760.00
			$ 62,360.00
All Required	Southern Pacific RR Co's. Forces		2,020.96
			$ 64,380.96
	Subtotal		$1,540,826.21
	Engr. & Cont.		151,859.56
	Total		$1,692,685.77

Length of Roadway 4.704 miles
Cost per mile $359,839.66

Type Code 6202
2-Lane Pavement (**Sta. 200+00 to 250+00**)(**Contract No. 3640**)

All Required	Clearing and Grubbing (15%)		$ 11,550.00
All Required	Removal of Drainage Structures (5%)		225.00
180 cu. yds.	Structural Excavation, Unclassified	$ 3.00	540.00
180 cu. yds.	Trench Excavation, Unclassified	2.00	360.00
84,000 cu. yds.	General Excavation, Unclassified	0.48	40,320.00
400,000 yd. stas.	Short Overhaul	0.02	8,000.00
8,300 C-yd. Sta.	Long Overhaul	0.50	4,150.00
0.91 mile	Finishing Roadbed and Slopes	1,000.00	910.00
2,600 lin. ft.	Rounding Cutbanks	0.20	520.00
480 lin. ft.	18" Concrete Pipe	3.50	1,680.00
140 lin. ft.	24" Concrete Pipe	4.60	644.00
480 lin. ft.	Metal Guard Rail	3.50	1,680.00
70 only	Concrete Sight Posts	10.00	700.00
8,700 cu. yds.	3" - 0 Material in Base	2.30	20,010.00
1,200 cu. yds.	3/4" - 0 Material in Base and Shoulders	2.40	2,880.00
300 M-gal.	Sprinkling	2.00	600.00
0.91 miles	Preparation of Base	200.00	182.00

130 cu. yds.	3/4" - 0 Material in Binder Course	$ 3.75	$ 487.50
20 tons	Furnishing and Placing RC-3 Asphalt in Binder Course	45.00	900.00
2,800 tons	Class "B" Asphaltic Concrete	6.00	16,800.00
10 tons	RS-1 Emulsified Asphalt in Seal Coat	50.00	500.00
70 cu. yds.	Aggregate in Seal Coat	5.00	350.00
	Subtotal		$113,988.50
	10% Engr. & Cont.		11,398.85
	Total		$125,387.35

Length of Roadway 0.909 mile
Cost per mile $137,939.87

Type Code X721
Anlauf Undercrossing Structure (Sta. 287+99.8) (Contract No. 3624)

210 cu. yds.	Structural Excavation	$12.00	$ 2,520.00
10 cu. yds.	Structural Excavation Below Elevation Shown	20.00	200.00
240 cu. yds.	Class "A" Concrete	66.00	15,840.00
55,000 lbs.	Metal Reinforcement	0.105	5,775.00
290 lin. ft.	Metal Handrail	13.00	3,770.00
			$ 28,105.00

Type Code X021
Bear Creek Bridge (Sta. 240+85.17 to 242+85.17) (Contract No. 3641)

All Required	Shoring, Cribbing, Etc.		$ 1,500.00
230 cu. yds.	Structural Excavation	$ 6.00	1,380.00
10 cu. yds.	Structural Excavation Below Elevation Shown	10.00	100.00
250 lin. ft.	Furnish Treated Piling	2.00	500.00
1,100 lin. ft.	Furnish Untreated Piling	0.60	660.00
68 only	Drive Piles	30.00	2,040.00
450 cu. yds.	Class "A" Concrete	59.00	26,550.00
120,000 lbs.	Metal Reinforcement	0.105	12,600.00
414 lin. ft.	Metal Handrail	9.00	3,726.00
			$ 49,056.00

Type Code X221
Comstock Overcrossing (Sta. 187+55 to 188+45) (Contract No. 3786)

260 cu. yds.	Structural Excavation	$ 5.00	$ 1,300.00
5 cu. yds.	Structural Excavation Below Elevation Shown	10.00	50.00
500 lin. ft.	Furnish Treated Piling	1.60	800.00
16 only	Drive Piles	40.00	640.00

280 cu. yds.	Class "A" Concrete	$65.00	$ 18,200.00
60,000 lbs.	Metal Reinforcement	0.115	6,900.00
			$ 27,[illegible].00
	Subtotal		$105,051.00
	10% Engr. & Cont.		10,505.10
	Total		$115,556.10

Length of Structures 0.055 Mile

Summary of Funds

Description	Total Cost	Federal Funds	State Funds
4-Lane Roadway	$1,692,685.77	$1,035,590.00	$657,095.77
2-Lane Roadway	125,387.35	76,712.00	48,675.35
Structures	115,556.10	70,698.00	44,858.10
	$1,933,629.22	$1,183,000.00	$750,629.22

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939; Chap. 491, Laws 1951

State Funds for Maintenance: Chap. 529, Laws 1939

[illegible] 1899

	Non partic	Partic FA [illegible]	[illegible]
[illegible] 392/889.11 [illegible] 299.09, 238.47 Engineering & Inspection [illegible] & [illegible] Accounting	47994	166495	24258
Douglas Electric Corp. [illegible]	88617		

Pay [illegible] of final
to [illegible] Pay on [illegible]
not [illegible] above costs
[illegible] 180 days.

OK

WCN

Salem, Oregon December 6, 1954

STATE OF OREGON

To Southern Pacific Company, Dr.
65 Market Street
San Francisco 5, California

Project Divide-Anlauf Section

Highway Comm. Agreement No. 392

Sub-Division No.

Ry. Company's Agreement No. Audit 88911

Estimate No. 5 - Final

Period Covered Entire job

Prefix & Acct. No. 10-1046

Item	Total Amount To Date	Previous Amount	Present Amount
Bill 425857	397.11	397.11	
426345	165.83	165.83	
426343	206.59	206.59	
426341	196.77	196.77	
426339	247.04	247.04	
426421	198.04	198.04	
428192	472.92	472.92	
427161	368.37	368.37	
429949	134.80	134.80	
Note: Purpose of this estimate is to release retained percentage held on previous estimates now due Southern Pacific Company.			
Totals	2,387.47	2,387.47	-o-
Retained ___ %	-o-	238.75	238.75
Total Payments	2,387.47	2,148.72	238.75

Pay This Estimate $ 238.75

Computed by ______ Checked by ______

Approved Field Engr. ______ Approved:

Previous Voucher No. ______

Bridge Office Engineer

Salem, Oregon June 18 ,1954

STATE OF OREGON

To Southern Pacific Company
65 Market Street
San Francisco 5, California
,Dr.

Project Divide-Anlauf
OSHC Contract 3640

Highway Comm. Agreement No. RR 392

Sub-Division No.

Ry. Company's Agreement No. Audit 88911

Estimate No. 4

Period Covered Entire Job - See Invoice

Prefix & Acct. No. 10-1046

Item	Total Amount To Date	Previous Amount	Present Amount
Bill 425857	397.11	397.11	-0-
426345	165.83	165.83	-0-
426343	206.59	206.59	-0-
426341	196.77	196.77	-0-
426339	247.04	247.04	-0-
426421	198.04	198.04	-0-
428192	472.92	472.92	-0-
427161	368.37	368.37	-0-
(Final) 429949	134.80	-0-	134.80
Totals	2,387.47	2,252.67	134.80
Retained 10 %	238.75	225.27	13.48
Total Payments	2,148.72	2,027.40	121.32

Computed by Checked by

Pay This Estimate $ 121.32

Approved Field Engr.

Approved:

Previous Voucher No.

Bridge Office Engineer

4-53-100M

S-136
(A.A.R. 208)

BILL COLLECTIBLE

C.K. June 15 1954

ASSISTANT

Bill No. 429949
Quote above number when remitting

Month's Account

Dept. No.

Date Made 19

To SOUTHERN PACIFIC COMPANY, Dr.

MAKE REMITTANCE TO:
Southern Pacific Company
CARE OF LOCAL TREASURER,
65 Market Street,
San Francisco 5, California

DISTRIBUTION:

For further information address:
Auditor of Miscellaneous Accounts,
Southern Pacific Company,
San Francisco 5, California

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance With Agreement Audit No. 88911, Dated May 27, 1952
Between the State of Oregon State Highway Commission And
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 57 Week Ending April 4, 1953

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(a) Inspection					
2	Engineer Inspector ($410.00/176)	Hour	4	2.3295	9.32	
3	" " DO Traveling	"	3/4	2.3295	1.75	
4					11.07	
5	Vacation Allowance		$ 9.32	3.00 c	.28	
6	Railroad Retirement and					
7	Unemployment Compensation Taxes		11.35	6.25 c	.71	
8	Workmen's Compensation Insurance		11.35	3.00 c	.34	
9	Public Liability & Property Damage Ins.		11.35	1.00 c	.11	
10						12.51
11	O.D. Young-Engineer Inspector	Meal	1			1.50
12	Total (a) Inspection and Total Weekly Report Summary No. 57					14.01

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance With Agreement Audit No. 88911, Dated May 27, 1952
Between the State of Oregon State Highway Commission And
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 58 Week Ending April 11, 1953

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(a) Inspection					
2	Engineer Inspector ($410.00/176)	Hour	4	2.3295	9.32	
3	" " DO Traveling	"	1	2.3295	2.33	
4					11.65	
5	Vacation Allowance		$ 9.32	3.00 c	.28	
6	Railroad Retirement and					
7	Unemployment Compensation Taxes		11.93	6.25 c	.75	
8	Workmen's Compensation Insurance		11.93	3.00 c	.36	
9	Public Liability & Property Damage Ins.		11.93	1.00 c	.12	
10						13.16
11	O.D. Young-Engineer Inspector	Meal	1			1.75
12	Total (a) Inspection and Total Weekly Report Summary No. 58					14.91

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance With Agreement Audit No. 88911, Dated May 27, 1952
Between the State of Oregon State Highway Commission And
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 59 — Week Ending April 18, 1953
WEEKLY REPORT SUMMARY No. 60 — Week Ending April 25, 1953
WEEKLY REPORT SUMMARY No. 61 — Week Ending April 30, 1953

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4) $	Amount (5) $	Total (6) $

NOTHING TO REPORT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon In Accordance With Agreement Audit No. 88911, Dated May 27, 1952 Between the State of Oregon State Highway Commission And Southern Pacific Company

WEEKLY REPORT SUMMARY No. 62	Week Ending May 2, 1953
WEEKLY REPORT SUMMARY No. 63	Week Ending May 9, 1953
WEEKLY REPORT SUMMARY No. 64	Week Ending May 16, 1953
WEEKLY REPORT SUMMARY No. 65	Week Ending May 23, 1953

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
			$	$	$

NOTHING TO REPORT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance With Agreement Audit No. 88911, Dated May 27, 1952
Between the State of Oregon State Highway Commission And
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 66 Week Ending May 30, 1953

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(a) Inspection					
2	Engineer Inspector ($410.00/168)	Hours	4	2.4405	9.76	
3	" " DO Trav'l Time	"	3½	2.4405	8.54	
4					18.30	
5	Vacation Allowance		$ 9.76	3.00 c	.29	
6	Railroad Retirement and					
7	Unemployment Compensation Taxes		18.59	6.25 c	1.16	
8	Workmen's Compensation Insurance		18.59	3.00 c	.56	
9	Public Liability & Property Damage Ins.		18.59	1.00 c	.19	
10						20.50
11	O.D. Young-Engineer Inspector	Meals	2		1.90	
12	" " " "	Lodgings	1		3.25	
13						5.15
14	Total (a) Inspection and Total Weekly Report Summary No. 66					25.65

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance With Agreement Audit No. 88911, Dated May 27, 1952
Between the State of Oregon State Highway Commission And
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 67

Period Ending May 31, 1953

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
			$	$	$

NOTHING TO REPORT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

**Construction of Highway Between Anlauf and Divide, Oregon
In Accordance With Agreement Audit No. 88911, Dated May 27, 1952
Between the State of Oregon State Highway Commission And
Southern Pacific Company**

WEEKLY REPORT SUMMARY No. 68 Week Ending June 6, 1953
WEEKLY REPORT SUMMARY No. 69 Week Ending June 13, 1953
WEEKLY REPORT SUMMARY No. 70 Week Ending June 20, 1953
WEEKLY REPORT SUMMARY No. 71 Week Ending June 27, 1953
WEEKLY REPORT SUMMARY No. 72 Period Ending June 30, 1953

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
			$	$	$

NOTHING TO REPORT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, Dated May 27, 1952
Between the State of Oregon State Highway Commission And
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 73 Week Ending July 4, 1953
WEEKLY REPORT SUMMARY No. 74 Week Ending July 11, 1953
WEEKLY REPORT SUMMARY No. 75 Week Ending July 18, 1953

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
			$	$	$

NOTHING TO REPORT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance With Agreement Audit No. 88911, Dated May 27, 1952
Between the State of Oregon State Highway Commission And
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 76 Week Ending July 25, 1953

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(a) Inspection					
2	Engineer Inspector ($410.00/184)	Hour	4	2.2283	8.91	
3	" " DO	Traveling "	3½	2.2283	7.80	
4					16.71	
5	Vacation Allowance		$ 8.91	3.00 c	.27	
6	Railroad Retirement and					
7	Unemployment Compensation Taxes		16.98	6.25 c	1.06	
8	Workmen's Compensation Insurance		16.98	3.00 c	.51	
9	Public Liability & Property Damage Ins.		16.98	1.00 c	.17	
10						18.72
11	O.D. Young-Engineer Inspector	Meals	2		1.90	
12	" " " "	Lodgings	1		2.50	
13						4.40
14	Total (a) Inspection and Total Weekly Report Summary No. 76					23.12

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance With Agreement Audit No. 88911, Dated May 27, 1952
Between the State of Oregon State Highway Commission And
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 76 - Supp'l No. 1 Week Ending July 25, 1953

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
			$	$	$
(a) Inspection					
Engineer Inspector ($410.00/184) Traveling	Hour	3½	2.2283	7.80	
Railroad Retirement and Unemployment Compensation Taxes		$ 7.80	6.25 ¢	.49	
Workmen's Compensation Insurance		7.80	3.00 ¢	.23	
Public Liability & Property Damage Ins.		7.80	1.00 ¢	.08	
					8.60 Cr.
O.D. Young-Engineer Inspector	Lodging	1			2.50 Cr.
Total (a) Inspection and Total Weekly Report Summary No. 76-Supp'l No. 1					11.10 Cr.

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

**Construction of Highway Between Anlauf and Divide, Oregon
In Accordance With Agreement Audit No. 88911, Dated May 27, 1952
Between the State of Oregon State Highway Commission And
Southern Pacific Company**

WEEKLY REPORT SUMMARY No. 77 Week Ending July 31, 1953

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
			$	$	$

NOTHING TO REPORT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construstion of Highway Between Anlauf and Divide, Oregon
In Accordance With Agreement Audit No. 88911, Dated May 27, 1952
Between the State of Oregon State Highway Commission And
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 78	Week Ending August 1, 1953
WEEKLY REPORT SUMMARY No. 79	Week Ending August 8, 1953
WEEKLY REPORT SUMMARY No. 80	Week Ending August 15, 1953
WEEKLY REPORT SUMMARY No. 81	Week Ending August 22, 1953
WEEKLY REPORT SUMMARY No. 82	Week Ending August 29, 1953
WEEKLY REPORT SUMMARY No. 83	Period Ending August 31, 1953

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
			$	$	$

NOTHING TO REPORT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

**Construction of Highway Between Anlauf and Divide, Oregon
In Accordance With Agreement Audit No. 88911, Dated May 27, 1952
Between the State of Oregon State Highway Commission And
Southern Pacific Company**

WEEKLY REPORT SUMMARY No. 84 Week Ending September 5, 1953

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
			$	$	$

NOTHING TO REPORT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance With Agreement Audit No. 88911, Dated May 27, 1952
Between the State of Oregon State Highway Commission And
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 85 Week Ending September 12, 1953

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(a) Inspection					
2	Engineer Inspector ($410.00/168)	Hour	8	2.4405	19.52	
3	Vacation Allowance		$19.52	3.00 c	.59	
4	Railroad Retirement and					
5	Unemployment Compensation Taxes		20.11	6.25 c	1.26	
6	Workmen's Compensation Insurance		20.11	3.00 c	.60	
7	Public Liability & Property Damage Ins.		20.11	1.00 c	.20	
8						22.17
9	O.D. Young - Engineer Inspector	Meals	2		2.50	
10	" " " "	Lodging	1		3.25	
11						5.75
12	Total (a) Inspection and Total Weekly Report Summary No. 85					27.92

SOUTHERN PACIFIC COMPANY

MONTHLY ESTIMATE OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, Dated May 27, 1953
Between the State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 86 Week Ending September 19, 1953 to
" " " No. 97 " " November 28, 1953 Inclusive

NOTHING TO REPORT

SOUTHERN PACIFIC COMPANY

MONTHLY ESTIMATE OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, Dated May 27, 1953
Between the State of Oregon, State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 98 — Period Ending November 30, 1953

1	(c) Accounting - Cost of billing				
2	Engineer Accountant ($435.00/160)	8 hrs.	2.7188 hr.	21.75	
3	Vacation Allowance	$21.75	3.00 c	.65	
4	Railroad Retirement and				
5	Unemployment Compensation Taxes	22.40	6.25 c	1.40	
6	Workmen's Compensation Insurance	22.40	3.00 c	.67	
7	Public Liability and				
8	Property Damage Insurance	22.40	1.00 c	.22	24.69
9	Total (c) Accounting - Cost of billing and				
10	Total Weekly Report Summary No. 98				24.69

FORM 2-129 50M REVISED 2-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

October 5, 1953

Southern Pacific Company
65 Market Street
San Francisco 5, California

Attention: Mr. George Nelson
Auditor of Miscellaneous Accounts

Gentlemen:

Re: M 220-113-State of Oregon
Highway Department

The Anlauf Grade Separation structure is a unit of our Divide-Anlauf Section (Audit Agreement 88911) of the Pacific Highway. Bills for your work under both agreements will be a part of our final statement of cost which we expect to present to the Bureau of Public Roads for audit some time within the next 90 days. Retained amounts on bills under both agreements will be released when we receive the Bureau of Public Roads' audit report on the project.

Do the bills listed in your letter of September 28, 1953 represent final costs for work on the grade separation structure (Audit Agreement [illegible])? Does bill 427161 represent final billing for work on the roadway section (Audit Agreement 88911)?

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. G. S. Paxson
Mr. C. A. Gardiner

Salem, Oregon August 3, 1953

STATE OF OREGON

To Southern Pacific Company, 65 Market St., San Francisco, Dr.
5, California

Project Divide-Anlauf Unit

OSHC Contract 3640

Highway Comm. Agreement No. RR 392

Sub-Division No.

Ry. Company's Agreement No. Audit 88911

Estimate No. 3

Period Covered February & March, 1953

Prefix & Acct. No. 10-1046

	Item	Total Amount To Date	Previous Amount	Present Amount
Bill No.	425857	397.11	397.11	
	426345	165.83	165.83	
	426343	206.59	206.59	
	426341	196.77	196.77	
	426339	247.04	247.04	
	426421	198.04	198.04	
	428192	472.92	472.92	
	427161	368.37		368.37
	Totals	2,252.67	1,884.30	368.37
	Retained 10 %	225.27	188.43	36.84
	Total Payments	2,027.40	1,695.87	331.53

Pay This Estimate $ 331.53

Computed by Checked by

Approved Field Engr.

Approved:

Bridge Office Engineer

Previous Voucher No.

8-52 100M

G-130
(A.A.R. 206)

BILL COLLECTIBLE

Bill No. 427161
Quote above number when remitting

Month's Account

Dept. No.

Date Made JUN 8 1953 19

To SOUTHERN PACIFIC COMPANY, Dr.

[illegible]

MAKE REMITTANCE TO:
Southern Pacific Company
CARE OF LOCAL TREASURER,
65 Market Street,
San Francisco 5, California

[illegible]

DISTRIBUTION:

[illegible]

For further information address:
Auditor of Miscellaneous Accounts,
Southern Pacific Company,
San Francisco 5, California

427161

SOUTHERN PACIFIC COMPANY

MONTHLY ESTIMATE OF FORCE ACCOUNT WORK

Construction of Highway between Ashland and Divide, Oregon
In Accordance with Agreement Audit No. [illegible], dated May 27, 1952
Between State of Oregon, State Highway Commission and
Southern Pacific Company

February and
March 1953

ESTIMATE No. 8

Description (1)	Total Work To Date (2)	Previous Estimates (3)	This Estimate (4)
(a) Inspection	1,564.04	1,195.67	368.37
(b) Flagging for Contractor	190.73	190.73	
(c) Accounting - Cost of Billing	215.82	215.82	
(d) Repair pipe line damaged by Contractor Charges deleted in conformity to State Highway Department's letter 4-17-53			
(e) Remove, Check and Place cement Slopes	282.94	282.94	
Total	2,25[illegible]	1,88[illegible]	368.37
Total Estimate No. 8			368.37

This Estimate is based on Weekly Report Summaries Nos. [illegible] to [illegible]

APPROVED
Edwards
DIVISION ENGINEER

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 48 — Week Ending February 7, 1953

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	(a) Inspection					
2	Engineer Inspector ($410.00/152)	Hours	12	2.6974	32.37	
3	" " " Traveling	"	5	2.6974	13.49	
4					45.86	
5	Vacation Allowance		$32.37	3.00c	.97	
6	Railroad Retirement and					
7	Unemployment Compensation Taxes		46.83	6.25c	2.93	
8	Workmen's Compensation Insurance		46.83	3.00c	1.40	
9	Public Liability and					
10	Property Damage Insurance		46.83	1.00c	.47	51.63
11	J.D.Young-Engineer Inspector	Meals	3		3.30	
12	" " " "	Lodging	1		2.50	5.80
13	Total (a) Inspection and					
14	Total Weekly Report Summary No. 48					57.43

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 49 Week Ending February 14, 1953

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	(a) Inspection			$	$	$
2	Engineer Inspector ($410.00/152)	Hours	16	2.6974	43.16	
3	" " " Traveling	"	4-1/4	2.6974	11.46	
4					54.62	
5	Vacation Allowance		$43.16	3.00c	1.29	
6	Railroad Retirement and					
7	Unemployment Compensation Taxes		55.91	6.25c	3.49	
8	Workmen's Compensation Insurance		55.91	3.00c	1.68	
9	Public Liability and					
10	Property Damage Insurance		55.91	1.00c	.56	61.64
11	J.D.Young-Engineer Inspector	Meals	6		6.60	
12	" " " "	Lodging	2		5.50	
13	" " " "	Bus Fare			2.76	14.86
14	Total (a) Inspection and					
15	Total Weekly Report Summary No. 49					76.50

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 50 Week Ending February 21, 1953

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(a) Inspection					
2	Engineer Inspector ($410.00/152)	Hours	24	2.6974	64.74	
3	" " " Traveling	"	4-1/2	2.6974	12.14	
4					76.88	
5	Vacation Allowance		$64.74	3.00¢	1.94	
6	Railroad Retirement and					
7	Unemployment Compensation Taxes		78.82	6.25¢	4.93	
8	Workmen's Compensation Insurance		78.82	3.00¢	2.36	
9	Public Liability and					
10	Property Damage Insurance		78.82	1.00¢	.79	86.90
11	J.D.Young-Engineer Inspector	Meals	9		9.50	
12	" " " "	Lodging	3		9.75	19.25
13	Total (a) Inspection and					
14	Total Weekly Report Summary No. 50					106.15

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 51 Week Ending February 28, 1953

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(a) Inspection					
2	Engineer Inspector ($410.00/152)	Hours	8	2.6974	21.58	
3	" " " Traveling	"	6	2.6974	16.18	
4					37.76	
5	Vacation Allowance		$21.58	3.00%	.65	
6	Railroad Retirement and					
7	Unemployment Compensation Taxes		38.41	6.25%	2.40	
8	Workmen's Compensation Insurance		38.41	3.00%	1.15	
9	Public Liability and					
10	Property Damage Insurance		38.41	1.00%	.38	42.34
11	G.D.Young-Engineer Inspector	Meals	3		3.10	
12	" " " "	Lodging	1		3.25	6.35
13	Total (a) Inspection and					
14	Total Weekly Report Summary No. 51					48.69

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 52 — Week Ending March 7, 1953

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(a) Inspection					
2	Engineer Inspector ($410.00/176)	Hours	8	2.3295	18.64	
3	" " " Traveling	"	3-1/2	2.3295	8.15	
4					26.79	
5	Vacation Allowance		$18.64	3.00%	.56	
6	Railroad Retirement and					
7	Unemployment Compensation Taxes		27.35	6.25%	1.71	
8	Workmen's Compensation Insurance		27.35	3.00%	.82	
9	Public Liability and					
10	Property Damage Insurance		27.35	1.00%	.27	30.15
11	G.D. Young-Engineer Inspector	Meals	3		3.40	
12	" " " "	Lodging	1		3.25	6.65
13	Total (a) Inspection and					
14	Total Weekly Report Summary No. 52					36.80

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. SF911, dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 53   Week Ending March 14, 1953

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(a) Inspection					
2	Engineer Inspector ($410.00/176)	Hours	8	2.3295	18.64	
3	Vacation Allowance		$18.64	3.00%	.56	
4	Railroad Retirement and					
5	Unemployment Compensation Taxes		19.20	6.25%	1.20	
6	Workmen's Compensation Insurance		19.20	3.00%	.58	
7	Public Liability and					
8	Property Damage Insurance		19.20	1.00%	.19	21.17
9	O.D. Young-Engineer Inspector	Meals	3		3.40	
10	" " " "	Lodging	1		3.25	6.65
11	Total (a) Inspection and					
12	Total Weekly Report Summary No. 53					27.82

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. SP911, dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 54 Week Ending March 21, 1953

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)

NOTHING TO REPORT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 28911, dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 55 Week Ending March 28, 1953

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(a) Inspection					
2	Engineer Inspector ($410.00/176)	Hours	5	2.3295	11.65	
3	Vacation Allowance		$11.65	3.00%	.35	
4	Railroad Retirement and					
5	Unemployment Compensation Taxes		12.00	6.25%	.75	
6	Workmen's Compensation Insurance		12.00	3.00%	.36	
7	Public Liability and					
8	Property Damage Insurance		12.00	1.00%	.12	13.23
9	O.D.Young-Engineer Inspector	Meal	1			1.75
10	Total (a) Inspection and					
11	Total Weekly Report Summary No. 55					14.98

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 56

Week Ending March 31, 1953

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
			$	$	$

NOTHING TO REPORT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 1
SUPPLEMENT No. 2 Week Ending May 3, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	(d) Repair Wire Lines Damaged by Contractor					
2	Operation S.P.Auto Truck,Dist.Lineman	Miles	43	0.05		2.15
3	Total (d) Repair Wire Lines and					
4	Total Weekly Report Summary No. 1, Supplement No. 2					2.15

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 2
SUPPLEMENT No. 2

Week Ending May 10, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(d) Repair Wire Lines Damaged by Contractor					
2	Operation S.P. Truck, Dist. Lineman	Miles	43	0.05		2.15
3	Total (d) Repair Wire Lines and					
4	Total Weekly Report Summary No. 2, Supplement No. 2					2.15

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 3,
SUPPLEMENT No. 2

Week Ending May 17, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(d) Repair Wire Lines Damaged by Contractor					
2	Operation of S.P. Truck, Dist.Linemen	Miles	43	0.05		2.15
3	Total (d) Repair Wire Lines and					
4	Total Weekly Report Summary No. 3, Supplement No. 2					2.15

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 7
SUPPLEMENT No. 2

Week Ending June 14, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(d) Repair Wire Lines Damaged by Contractor					
2	Operation S.P.Truck,Dist.Lineman	Miles	65	0.05		3.25
3	Total (d) Repair Wire Lines and					
4	Total Weekly Report Summary No. 7, Supplement No. 2					3.25

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 58911, dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 14, Supplement No. 2 Week Ending July 26, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(d) Repair Wire Lines Damaged by Contractor					
2	Operation S.P. Truck, Dist. Lineman	Miles	69	0.05		3.45
3	Total (d) Repair Wire Lines and					
4	Total Weekly Report Summary No.14, Supplement No. 2					3.45

Salem, Oregon April 14, 1953

STATE OF OREGON

To Southern Pacific Co., 65 Market Street, San Francisco, California, Dr.

Project Divide-Anlauf Unit (OSHC Contract 3640)

Highway Comm. Agreement No. RR 392

Sub-Division No.

Ry. Company's Agreement No. Audit 88911

Estimate No. 2

Period Covered Aug., Sept., Oct., Nov., Dec., 1952 Jan., 1953

Prefix & Acct. No. 10-1046

Item		Total Amount To Date	Previous Amount	Present Amount
Bill	425857	397.11	397.11	
	426345	165.83		165.83
	426343	206.59		206.59
	426341	196.77		196.77
	426339	247.04		247.04
	426421	198.04		198.04
	428192	472.92		472.92
Totals		1,884.30	397.11	1,487.19
Retained 10 %		188.43	39.71	148.72
Total Payments		1,695.87	357.40	1,338.47

Computed by ______ Checked by ______

Pay This Estimate $ 1,338.47

Approved Field Engr.

Approved:

Previous Voucher No.

Bridge Office Engineer

3-43—120M

SOUTHERN PACIFIC LINES

O.K. 2-19 195

Reg. Ent. By

CAREFULLY CHECKED FOR DUPLICATION

APPROVED ....
Division Engr

BILL COLLECTIBLE 426345

S-130
(A.A.R. 206)

Bill No.
Quote above number when remitting

Month's Account

Dept. No.

Date Made FEB 10 1953 194

To SOUTHERN PACIFIC COMPANY, Dr.

[illegible]

MAKE REMITTANCE TO:
Southern Pacific Company,
CARE OF LOCAL TREASURER,
65 Market Street,
San Francisco, California.

[illegible]		165.83	

DISTRIBUTION:

For further information address:
Auditor of Miscellaneous Accounts,
Southern Pacific Company,
65 Market Street,
San Francisco, California

42634

SOUTHERN PACIFIC COMPANY

MONTHLY ESTIMATE OF FORCE ACCOUNT WORK

Construction of Highway between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, dated May 27, 1952
Between State of Oregon, State Highway Commission and
Southern Pacific Company

ESTIMATE No. 2 August 1952

Description (1)	Total Work To Date (2)	Previous Estimates (3)	This Estimate (4)
	$	$	$
(a) Inspection	380.72	271.33	109.39
(b) Flagging [redacted]	182.22	125.78	56.44
(c) Accounting - Cost of Billing	Delete		
(d) Repair wire lines damaged by Contractor	56.04		56.04
Total	~~618.98~~	397.11	~~221~~
Total Estimate No. ~~3~~ 2			165.83 ~~221~~

This Estimate is based on Weekly Report Summaries Nos [illegible] to 11 Incl and Supplements No. 1 to Weekly Report Summaries Nos 3, 4, 7 and 1[illegible]

O.K.

O.K. 2-19 1953
RES. ENGR. H. T. Dunker
CAREFULLY CHECKED FOR DUPLICATION
APPROVED
Division Engr.

OU ERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, Dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 16 Week Ending August 2, 1952

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
			$	$	$

NOTHING TO REPORT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, Dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 17 Week Ending August 9, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(a) Inspection					
2	Engineer Inspector ($385.00/168)	hours	12	2.2917	27.50	
3	Vacation Allowance		$27.50	3.00 c	.83	
4	Railroad Retirement and					
5	Unemployment Compensation Taxes		28.33	6.25 c	1.77	
6	Workmen's Compensation Insurance		28.33	3.00 c	.85	
7	Public Liability & Property Damage Ins.		28.33	1.00 c	.28	
8						31.23
9	J. E. Thomas-Engineer Inspector	meals	2		1.75	
10	" " " "	Lodging	1		3.25	
11						5.00
12	Total (a) Inspection					36.23
13	(b) Flagging for Contractor					
14	Foreman ($301.66/168) Sec.22	hours	1	1.7956	1.80	
15	Laborers "	"	4	1.467	5.87	
16					7.67	
17	Vacation Allowance		$7.67	3.00 c	.23	
18	Railroad Retirement and					
19	Unemployment Compensation Taxes		7.90	6.25 c	.49	
20	Workmen's Compensation Insurance		7.90	3.00 c	.24	
21	Public Liability & Property Damage Ins.		7.90	1.00 c	.08	
22						8.71
23	Total (b) Flagging for Contractor					8.71
24	Total Weekly Report Summary No. 17					44.94

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, Dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 18 Week Ending August 16, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(a) Inspection					
2	Engineer Inspector ($385.00/168)	hours	4	2.2917	9.17	
3	Vacation Allowance		$9.17	3.00 c	.28	
4	Railroad Retirement and					
5	Unemployment Compensation Taxes		9.45	6.25 c	.59	
6	Workmen's Compensation Insurance		9.45	3.00 c	.28	
7	Public Liability & Property Damage Ins.		9.45	1.00 c	.09	
8						10.41
9	Total (a) Inspection					10.41
10	(b) Flagging for Contractor					
11	Foreman ($301.66/168) Sec.22	hours	2	1.7956	3.59	
12	Laborers "	"	7	1.467	10.27	
13					13.86	
14	Vacation Allowance		$13.86	3.00 c	.42	
15	Railroad Retirement and					
16	Unemployment Compensation Taxes		14.28	6.25 c	.89	
17	Workmen's Compensation Insurance		14.28	3.00 c	.43	
18	Public Liability & Property Damage Ins.		14.28	1.00 c	.14	
19						15.74
20	Total (b) Flagging for Contractor					15.74
21	Total Weekly Report Summary No. 18					26.15

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, Dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 19 Week Ending August 23, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	(a) Inspection			$	$	$
2	Engineer Inspector ($385.00/168)	hours	11-1/2	2.2917	26.35	
3	Vacation Allowance		$26.35	3.00 c	.79	
4	Railroad Retirement and					
5	Unemployment Compensation Taxes		27.14	6.25 c	1.70	
6	Workmen's Compensation Insurance		27.14	3.00 c	.81	
7	Public Liability & Property Damage Ins.		27.14	1.00 c	.27	
8						29.92
9	J. E. Thomas-Engineer Inspector	meals	3		3.30	
10	" " " "	lodgings	2		6.75	
11						10.05
12	Total (a) Inspection					39.97
13	(b) Flagging for Contractor					
14	Foreman ($301.66/168) Sec.22	hours	1	1.7956	1.80	
15	Laborers "	"	3	1.467	4.40	
16					6.20	
17	Vacation Allowance		$6.20	3.00 c	.19	
18	Railroad Retirement and					
19	Unemployment Compensation Taxes		6.39	6.25 c	.40	
20	Workmen's Compensation Insurance		6.39	3.00 c	.19	
21	Public Liability & Property Damage Ins.		6.39	1.00 c	.06	
22						7.04
23	Total (b) Flagging for Contractor					7.04
24	Total Weekly Report Summary No. 19					47.01

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, Dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 20 Week Ending August 30, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(a) Inspection					
2	Engineer Inspector ($385.00/168)	hours	7-1/2	2.2917	17.19	
3	Vacation Allowance		$17.19	3.00 c	.52	
4	Railroad Retirement and					
5	Unemployment Compensation Taxes		17.71	6.25 c	1.11	
6	Workmen's Compensation Insurance		17.71	3.00 c	.53	
7	Public Liability & Property Damage Ins.		17.71	1.00 c	.18	
8						19.53
9	J.E. Thomas-Engineer Inspector	lodging	1			3.25
10	Total (a) Inspection					22.78
11	(b) Flagging for Contractor					
12	Foreman ($301.66/168) Sec.22	hours	2	1.7956	3.59	
13	Laborers "	"	7	1.467	10.27	
14					13.86	
15	Vacation Allowance		$13.86	3.00 c	.42	
16	Railroad Retirement and					
17	Unemployment Compensation Taxes		14.28	6.25 c	.89	
18	Workmen's Compensation Insurance		14.28	3.00 c	.43	
19	Public Liability & Property Damage Ins.		14.28	1.00 c	.14	
20						15.74
21	Total (b) Flagging for Contractor					15.74
22	Total Weekly Report Summary No. 20					38.52

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, Dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 21 Period Ending August 31, 1952

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
			$	$	$

NOTHING TO REPORT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, Dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 3 -Supp'l No.1 Week Ending May 17, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(d) Repair Wire Lines Damaged by Contractor					
2	District lineman ($399.78/168) Comm.	hours	5	2.3796	11.90	
3	Vacation Allowance		$11.90	3.00 c	.36	
4	Railroad Retirement and					
5	Unemployment Compensation Taxes		12.26	6.25 c	.77	
6	Workmen's Compensation Insurance		12.26	3.00 c	.37	
7	Public Liability & Property Damage Ins.		12.26	1.00 c	.12	
8						13.52
9	J.A. Hovey	meal	1			2.45
10	Total (d) Repair wire lines damaged by Contractor and					
11	Total Weekly Report Summary No. 3 - Supp'l No. 1					15.97

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, Dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No.4-Supp'l No.1 Week Ending May 24, 1952

	Description (1)		Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
					$	$	$
1	(b) Flagging for Contractor	Sec.22	hours	2	1.7754	3.55 Cr	
2	Foreman ($298.27/168)	"	"	8	1.459	11.67	
3	Laborers					8.12	
4				$8.12	3.00 c	.24	
5	Vacation Allowance						
6	Railroad Retirement and			8.36	6.25 c	.52	
7	Unemployment Compensation Taxes			8.36	3.00 c	.25	
8	Workmen's Compensation Insurance			8.36	1.00 c	.08	
9	Public Liability & Property Damage Ins.						9.21
10							
11	Total (b) Flagging for Contractor and						9.21
12	Total Weekly Report Summary No. 4 - Supp'l No. 1						

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, Dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 7, Supp'l No.1 Week Ending June 14, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(d) Repair Wire Lines Damaged by Contractor					
2	District lineman ($399.78/168) Comm.	hours	8	2.3796	19.04	
3	Vacation Allowance		$19.04	3.00 c	.57	
4	Railroad Retirement and					
5	Unemployment Compensation Taxes		19.61	6.25 c	1.23	
6	Workmen's Compensation Insurance		19.61	3.00 c	.59	
7	Public Liability & Property Damage Ins.		19.61	1.00 c	.20	
8						21.63
9	J.A. Hovey	meal	1			1.45
10	Total (d) Repair Wire Lines Damaged by Contractor					
11	and Total Weekly Report Summary No.7, Supp'l No.1					23.08

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, Dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 14, Supp'l No.1 Week Ending July 26, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(d) Repair Wire Lines Damaged by Contractor		6	2.2952	13.77	
2	District lineman ($403.95/176) Comm.	hours	$13.77	3.00 c	.41	
3	Vacation Allowance					
4	Railroad Retirement and		14.18	6.25 c	.89	
5	Unemployment Compensation Taxes		14.18	3.00 c	.43	
6	Workmen's Compensation Insurance		14.18	1.00 c	.14	
7	Public Liability & Property Damage Ins.					15.64
8						
9	J.A. Hovey	meal	1			1.35
10	Total (d) Repair Wires damaged by Contractor and					16.99
11	Total Weekly Report Summary No. 14, Supp'l No.1					

3-43—120 M

S-130
(A.A.R. 206)

O.K. 2-19 1953
RES. ENGR. S. Klecker
CAREFULLY CHECKED FOR DUPLICATION
APPROVED ....

BILL COLLECTIBLE

42634

Bill No.
Quote above number when remitting

Month's Account

Dept. No.

Date Made FEB 10 1953 194

To SOUTHERN PACIFIC COMPANY, Dr.

[illegible]

MAKE REMITTANCE TO:
Southern Pacific Company,
CARE OF LOCAL TREASURER,
65 Market Street,
San Francisco, California.

[illegible]

206 57

DISTRIBUTION:

For further information address:
Auditor of Miscellaneous Accounts,
Southern Pacific Company,
65 Market Street,
San Francisco, California

426343

SOUTHERN PACIFIC COMPANY

MONTHLY ESTIMATE OF FORCE ACCOUNT WORK

Construction of Highway between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, dated May 27, 1952
Between State of Oregon, State Highway Commission and
Southern Pacific Company

ESTIMATE No. 3 September 1952

Description (1)	Total Work To Date (2)	Previous Estimates (3)	This Estimate (4)
	$	$	$
(a) Inspection	578.60	380.72	197.88
(b) Flagging [redacted]	190.93	182.22	8.71
(c) Accounting - Cost of Billing			
(d) Repair wire line damaged by Contractor	Delete 85.07	56.04	29.03
Total	~~854.60~~	618.98	~~235.62~~
Total Estimate No. 3			206.59 ~~235.62~~

This Estimate is based on Weekly Report Summaries Nos. 22 to 26 and Supplements No. 1 to Weekly Report Summaries Nos. 1 and 2

O.K.

O.K. 2-19 1953
RES. ENGR. H. S. Decker
CAREFULLY [illegible] FOR DUPLICATION
APPROVED
Division Engr.

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, Dated May 27, 1952
Between the State of Oregon State Highway Commission And
Southern Pacific Company

WEEKLY REPORT SUMMARY NO. 22

Week Ending September 6, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4) $	Amount (5) $	Total (6) $
1	(a) Inspection					
2	Engr. Insp. (400.00/168)	Hours	15-1/2	2.381	36.91	
3	Vacation Allowance		$36.91	3.00c	1.11	
4	Railroad Retirement and					
5	Unemployment Compensation Taxes		38.02	6.25c	2.38	
6	Workmen's Compensation Insurance		38.02	3.00c	1.14	
7	Public Liability and					
8	Property Damage Insurance		38.02	1.00c	.38	41.92
9	O.D. Young - Engr. Insp.	Meals	6		5.95	
10	" " " "	Lodgings	2		6.50	
11	" " " "	Bus Fares			.86	13.31
12	Total (a) Inspection and					
13	Total Weekly Report Summary No. 22					55.23

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf And Divide, Oregon
In Accordance with Agreement Audit No. 88911, Dated May 27, 1951
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY NO.23

Week Ending September 13, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4) $	Amount (5) $	Total (6) $
1	(a) Inspection					
2	Engr. Insp. (400.00/168)	Hours	14	2.381	33.33	
3	Vacation Allowance		$33.33	3.00c	1.00	
4	Railroad Retirement and					
5	Unemployment Compensation Taxes		34.33	6.25c	2.15	
6	Workmen's Compensation Insurance		34.33	3.00c	1.03	
7	Public Liability and					
8	Property Damage Insurance		34.33	1.00c	.34	37.85
9	O.D. Young, Engr. Insp.	Meals	5		4.75	
10	" " " "	Lodgings	1		3.25	8.00
11	Total (a) Inspection					45.85
12	(b) Flagging for Contractor					
13	Foreman (301.66/168) Sec. 22	Hours	1	1.7956	1.80	
14	Laborers "	"	4	1.467	5.87	
15					7.67	
16	Vacation Allowance		$7.67	3.00c	.23	
17	Railroad Retirement and					
18	Unemployment Compensation Taxes		7.90	6.25c	.49	
19	Workmen's Compensation Insurance		7.90	3.00c	.24	
20	Public Liability and					
21	Property Damage Insurance		7.90	1.00c	.08	8.71
22	Total (b) Flagging for Contractor					8.71
23	Total Weekly Report Summary No. 23					54.56

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, Dated May 27, 1951
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY NO.24 — Week Ending September 20, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(a) Inspection					
2	Engr. Insp. (400.00/168)	Hours	11-1/2	2.381	27.38	
3	Vacation Allowance		$27.38	3.00c	.82	
4	Railroad Retirement and					
5	Unemployment Compensation Taxes		28.20	6.25c	1.76	
6	Workmen's Compensation Insurance		28.20	3.00c	.85	
7	Public Liability and					
8	Property Damage Insurance		28.20	1.00c	.28	31.09
9	O.D. Young - Engr. Insp.	Meals	3		3.05	
10	" " " "	Lodgings	2		6.50	9.55
11	Total (a) Inspection and					
12	Total Weekly Report Summary No. 24					40.64

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, Dated May 27, 1952
Between the State Of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY NO.25 Week Ending September 27, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(a) Inspection					
2	Engr. Insp. (400.00/168)	Hours	16	2.381	38.10	
3	Vacation Allowance		$38.10	3.00%	1.14	
4	Railroad Retirement and					
5	Unemployment Compensation Taxes		39.24	6.25%	2.45	
6	Workmen's Compensation Insurance		39.24	3.00%	1.18	
7	Public Liability and					
8	Property Damage Insurance		39.24	1.00%	.39	43.26
9	O.D. Young - Engr. Insp.	Meals	6		6.40	
10	" " " "	Lodgings	2		6.50	12.90
11	Total (a) Inspection and					
12	Total Weekly Report Summary No. 25					56.16

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, Dated May 27, 1952
Between the State of Oregon State Highway Commission And
Southern Pacific Company

WEEKLY REPORT SUMMARY NO. 26 Period Ending September 30, 1952

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)

NOTHING TO REPORT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, Dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY NO.1 - SUPPL. NO.1   Week Ending May 3, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4) $	Amount (5) $	Total (6) $
1	(d) Repair wire lines damaged by Contractor					
2	District lineman (399.78/168) Comm.	Hours	5	2.3796	11.90	
3	Vacation Allowance		$11.90	3.00%	.36	
4	Railroad Retirement and					
5	Unemployment Compensation Taxes		12.26	6.25%	.77	
6	Workmen's Compensation Insurance		12.26	3.00%	.37	
7	Public Liability and					
8	Property Damage Insurance		12.26	1.00%	.12	13.52
9	J.A. Hovey - District Lineman	Meal	1			2.45
10	Total (d) Repair wire lines damaged by Contractor and					15.97
11	Total Weekly Report Summary No. 1, Suppl. No. 1					

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, Dated May 27, 1952
Between the State of Oregon State Highway Commission And
Southern Pacific Company

WEEKLY REPORT SUMMARY NO. 2 - SUPPLM.No.1 Week Ending May 10, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(d) Repair Wire Lines Damaged By Contractor					
2	District lineman (399.78/168)	Comm. Hours	4	2.3796	9.52	
3	Vacation Allowance		$9.52	3.00c	.29	
4	Railroad Retirement and					
5	Unemployment Compensation Taxes		9.81	6.25c	.61	
6	Workmen's Compensation Insurance		9.81	3.00c	.29	
7	Public Liability and					
8	Property Damage Insurance		9.81	1.00c	.10	10.81
9	J.A. Hovey - District Lineman	Meal	1			2.25
10	Total (d) Repair Wire Lines Damaged By Contractor and					
11	Total Weekly Report Summary No. 2, Supplm. No. 1					13.06

3-120M

S-130
(A.A.R. 206)

BILL COLLECTIBLE

2-17 1953
CAREFULLY CHECKED FOR DUPLICATION

Bill No. 42634

Quote above number when remitting

Month's Account

Dept. No.

Date Made 194

To SOUTHERN PACIFIC COMPANY, Dr.

[illegible]

MAKE REMITTANCE TO:
Southern Pacific Company,
CARE OF LOCAL TREASURER,
65 Market Street,
San Francisco, California.

[illegible] ✓

DISTRIBUTION:

For further information address:
Auditor of Miscellaneous Accounts,
Southern Pacific Company,
65 Market Street,
San Francisco, California

42634

SOUTHERN PACIFIC COMPANY

MONTHLY ESTIMATE OF FORCE ACCOUNT WORK

CONSTRUCTION OF HIGHWAY BETWEEN ANLAUF AND DIVIDE, OREGON
In Accordance with Agreement Audit No. 88911, dated May 27, 1952
Between State of Oregon, State Highway Commission and
Southern Pacific Company

ESTIMATE No. 4 October 1952

Description (1)	Total Work To Date (2)	Previous Estimates (3)	This Estimate (4)
	$	$	$
(a) Inspection	775.37	578.60	196.77
(b) Flagging ~~for Contractor~~	190.93	190.93	-
(c) Accounting - Cost of Billing			
(d) Repair wire line damaged by Contractor	85.07	85.07	-
Total	~~1,051.37~~	854.60	196.77
Total Estimate No. 4			196.77

This Estimate is based on Weekly Report Summaries Nos. 27 to 31

O.K. 2-19 1953
RES. ENGR. H. L. Decker
CAREFULLY [illegible] FOR DUPLICATION
APPROVED
Division

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, Dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 27 Week Ending October 4, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(a) Inspection					
2	Engineer Inspector ($400.00/184)	hours	16	2.1739	34.78	
3	" " ($400.00/184)Travel	"	3/4	2.1739	1.63	
4					36.41	
5	Vacation Allowance		$34.78	3.00 %	1.04	
6	Railroad Retirement and					
7	Unemployment Compensation Taxes		37.45	6.25 %	2.34	
8	Workmen's Compensation Insurance		37.45	3.00 %	1.12	
9	Public Liability & Property Damage Ins.		37.45	1.00 %	.37	
10						41.28
11	O.D. Young-Engineer Inspector	Meals	6		6.90	
12	" " " "	Lodging	1		3.25	
13						10.15
14	Total (a) Inspection and Total Weekly Report Summary No. 27					51.43

[illegible] COMPANY

[illegible]

Construction of [illegible] between [illegible] and [illegible], Oregon
In accordance with Agreement Audit No. [illegible], dated [illegible] 22, 19[illegible]
between the State of Oregon State Highway Commission and
Southern Pacific Company

[illegible] No. [illegible]   [illegible] October [illegible], 19[illegible]

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	(a) Inspection.					
2	Engineer Inspector ([illegible])	Hours	16	[illegible]	[illegible]	
3	" " ([illegible]) Travel	[illegible]	[illegible]	[illegible]	[illegible]	
4					[illegible]	
5	Vacation Allowance		[illegible]	[illegible]	1.04	
6	Railroad Retirement and					
7	Unemployment [illegible] Taxes		[illegible]	[illegible]	[illegible]	
8	Workmen's Compensation Insurance		[illegible]	[illegible]	[illegible]	
9	Public Liability and					
10	Property Damage Insurance		[illegible]1.25	1.00c	[illegible]	[illegible]
11	[illegible] Engineer Inspector	Meals	[illegible]		[illegible]	
12	" " " "	Lodging	2		[illegible]	[illegible]
13	Total (a) Inspection [illegible] Weekly Report Number No. [illegible]					[illegible].18

[illegible]

[illegible]

Construction of Highway between [illegible] and Divide, Oregon
In accordance with Agreement Audit No. [illegible]11, dated May 27, 1952
between the State of Oregon State Highway Commission and
Southern Pacific Company

[illegible] No. [illegible]

Week Ending October 12, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	(a) Inspection					
2	Engineer Inspector ([illegible])					
3	" " ([illegible]) [illegible]	hours	16	2.1[illegible]	3[illegible]	
4		"	1	2.17[illegible]	2.17	
5	Vacation Allowance				[illegible].05	
6	Railroad Retirement and		[illegible]	[illegible]c	1.[illegible]	
7	Unemployment Compensation Taxes					
8	Workmen's Compensation Insurance		[illegible]	[illegible]c	2.37	
9	Public Liability and		[illegible]	[illegible]c	1.1[illegible]	
10	Property Damage Insurance		[illegible]	[illegible]c	.[illegible]	41.[illegible]
11	[illegible] Young - Engineer Inspector					
12	" " " "	meals	6		6.10	
		lodging	1		3.[illegible]	[illegible].35
13	Total (a) Inspection and Total [illegible]					[illegible]1.23

SOUTHERN PACIFIC COMPANY

WEEKLY [illegible] WORK [illegible]

Construction of Highway Between Oakridge and Divide, Oregon
In Accordance with Agreement Audit No. 28911, Dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

Weekly Report Number No. 30 — Week Ending October 2[illegible], 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	(a) Inspection					
2	Engineer Inspector ($400.00/184)					
3	" "	hours	8	2.1739	17.39	
4	" " ($400.00/184) Travel	"	4.25	2.1739	9.24	
5	Vacation Allowance				26.63	
6	Railroad Retirement and		17.39	3.00c	.52	
7	Unemployment Compensation Taxes					
8	Workmen's Compensation Insurance		27.15	6.25c	1.70	
9	Public Liability and		27.15	3.00c	.81	
10	Property Damage Insurance		27.15	1.00c	.27	29.93
11	O.L. Young - Engineer Inspector	Meals	3		3.00	
12	" " " "	Lodging	1		3.00	6.00
13	Total (a) Inspection and Total Weekly Report Number No. 30					35.93

SOUTHERN PACIFIC COMPANY

[illegible]

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, Dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

[illegible] No. 31 Period Ending October 31, 1952

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)

NOTHING TO REPORT

8-52 100M

SOUTHERN PACIFIC LINES

O.K. 2-1, 1953
RES. ENGR. G. L. Decker
CAREFULLY CHECKED FOR DUPLICATION
APPROVED .... Division Engr.

BILL COLLECTIBLE 6339

B-139
(A.A.R. 206)

Bill No.
Quote above number when remitting

Month's Account

Dept. No.

Date Made [illegible] 10 1953 19

To SOUTHERN PACIFIC COMPANY, Dr.

MAKE REMITTANCE TO:
Southern Pacific Company
CARE OF LOCAL TREASURER,
65 Market Street,
San Francisco 5, California

[illegible]

DISTRIBUTION:

For further information address:
Auditor of Miscellaneous Accounts,
Southern Pacific Company,
San Francisco 5, California

426338

SOUTHERN PACIFIC COMPANY

MONTHLY ESTIMATE OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, dated May 27, 1952
Between State of Oregon, State Highway Commission and
Southern Pacific Company

ESTIMATE No. 5 November 1952

Description (1)	Total Work To Date (2)	Previous Estimates (3)	This Estimate (4)
	$	$	$
(a) Inspection	895.40	775.37	120 03
(b) Flagging ~~for Contractor~~	190.93	190 93	-
(c) Accounting - Cost of Billing	127.01		127.01
Delete			
(d) Repair wire line damaged by Contractor	85.07	85.07	-
Total	~~1,298.41~~	~~1,051.37~~	247 04
Total Estimate No. 5			247.04

This Estimate is based on Weekly Report Summaries Nos. 32 to 37

O.K.

O.K. 2-19 1953
RES. ENGR. H. L. Decker
CAREFULLY [illegible] FOR DUPLICATION
APPROVED
Division Eng.

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 28911, dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 32 1 Day ending November 1, 1952

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
			$	$	$

NOTHING TO REPORT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 33 Week Ending November 8, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(a) Inspection					
2	Engineer Inspector ($400.00/152)	hours	8	2.6316	21.05	
3	" " " Travel	"	3½	2.6316	9.21	
4					30.26	
5	Vacation Allowance		21.05	3.00c	.63	
6	Railroad Retirement and					
7	Unemployment Compensation Taxes		30.89	6.25c	1.93	
8	Workmen's Compensation Insurance		30.89	3.00c	.93	
9	Public Liability and					
10	Property Damage Insurance		30.89	1.00c	.31	34.06
11	[illegible]. D. Young-Engineer Inspector	Meals	3		2.90	
12	" " " " "	Lodgings	2		5.00	7.90
13	Total (a) Inspection and Total Weekly Report Summary No. 33					41.96

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 34 — Week Ending November 15, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(c) Accounting - Cost of Billing	Val.				
2	Engineer Accountant ($425.00/152) Dept.	hours	40	2.7961	111.84	
3	Vacation Allowance		$111.84	3.00c	3.36	
4	Railroad Retirement and					
5	Unemployment Compensation Taxes		115.20	6.25c	7.20	
6	Workmen's Compensation Insurance		115.20	3.00c	3.46	
7	Public Liability and					
8	Property Damage Insurance		115.20	1.00c	1.15	127.01
9	Total (c) Accounting-Cost of billing and					
10	Total Weekly Report Summary No. 34					127.01

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 87911, dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

Weekly Report Summary No. 35 — Week ending November 22, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	(a) Inspection					
2	Engineer Inspector ($400.00/152					
3	Vacation Allowance	hours	14	2.6316	36.84	
4	Railroad Retirement and		$36.84	3.00c	1.11	
5	Unemployment Compensation Taxes					
6	Workmen's Compensation Insurance		37.95	6.25c	2.37	
7	Public Liability and		37.95	3.00c	1.14	
8	Property Damage Insurance					
			37.95	1.00c	.38	41.84
9	O.D. Young-Engineer Inspector	Meals	3			2.90
10	Total (a) Inspection and Total Weekly Report Summary No. 35					44.74

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 36 — Week ending November 29, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	(a) Inspection					
2	Engineer Inspector ($400.00/152)	hours	8	2.6316	21.05	
3	" " ($400.00/152) Travel	"	2	2.6316	5.26	
					26.31	
4	Vacation Allowance		$21.05	3.00%	.63	
5	Railroad Retirement and					
6	Unemployment Compensation Taxes		26.94	6.25%	1.68	
7	Workmen's Compensation Insurance		26.94	3.00%	.81	
8	Public Liability and					
9	Property Damage Insurance		26.94	1.00%	.27	29.70
10	O.D. Young - Engineer Inspector	Meals	3		3.00	
11	" " " " "	Bus Fare			.63	3.63
12	Total (a) Inspection and Total Weekly Report Summary No. 36					33.33

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 37 1 day November 30, 1952

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
			$	$	$

NOTHING TO REPORT

8-52 100M

S-190
(A.A.R. 2Ua)

BILL COLLECTIBLE

4[illegible]6421
Bill No.
Quote above number when remitting

Month's Account

Dept. No.

Date Made FEB 11 1953 19

To SOUTHERN PACIFIC COMPANY, Dr.

[illegible]

MAKE REMITTANCE TO:
Southern Pacific Company
CARE OF LOCAL TREASURER,
65 Market Street,
San Francisco 5, California

[illegible]

A W Sheppard

DISTRIBUTION:

For further information address:
Auditor of Miscellaneous Accounts,
Southern Pacific Company,
San Francisco 5, California

426421

SOUTHERN PACIFIC COMPANY

MONTHLY ESTIMATE OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, dated May 27, 1952
Between State of Oregon, State Highway Commission and
Southern Pacific Company

ESTIMATE No. 6

December 1952

Description (1)	Total Work To Date (2)	Previous Estimates (3)	This Estimate (4)
	$	$	$
(a) Inspection	1,027.62	895.40	132.22
(b) Flagging ~~for Contractor~~	190.93	190.93	-
(c) Accounting - Cost of Billing	192.83	127.01	65.82
(d) Repair wire line damaged by Contractor Delete	85.07	85.07	
Total	~~1,496.45~~	~~1,298.41~~	198.04
Total Estimate No. 6			198.04

This Estimate is based on Weekly Report Summaries Nos. 38 to 42

O.K.

O.K. 3-12 1953
RES. ENGR. G. T. Decker
CAREFULLY CHECKED FOR DUPLICATION
APPROVED
Division Engr.

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, Dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 38 Week Ending December 6, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(a) Inspection					
2	Engineer Inspector ($400.00/176)	hours	11½	2.2727	26.14	
3	Vacation Allowance		$26.14	3.00c	.78	
4	Railroad Retirement and					
5	Unemployment Compensation Taxes		26.92	6.25c	1.68	
6	Workmen's Compensation Insurance		26.92	3.00c	.81	
7	Public Liability and					
8	Property Damage Insurance		26.92	1.00c	.27	29.68
9	O.D. Young - Engineer Inspector	Meals	2			2.30
10	Total (a) Inspection and Total Weekly Report Summary No. 38					31.98

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 39 Week Ending December 13, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(a) Inspection					
2	Engineer Inspector ($400.00/176)	hours	6	2.2727	13.64	
3	Vacation Allowance		$13.64	3.00c	.41	
4	Railroad Retirement and					
5	Unemployment Compensation Taxes		14.05	6.25c	.88	
6	Workmen's Compensation Insurance		14.05	3.00c	.42	
7	Public Liability and					
8	Property Damage Insurance		14.05	1.00c	.14	15.49
9	O.D. Young - Engineer Inspector	Meal	1			.90
10	Total (a) Inspection and Total Weekly Report Summary No. 39					16.39

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, Dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 40 — **Week Ending December 20, 1952**

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(a) Inspection					
2	Engineer Inspector ($400.00/176)	hours	12	2.2727	27.27	
3	Vacation Allowance		$27.27	3.00c	.82	
4	Railroad Retirement and					
5	Unemployment Compensation Taxes		28.09	6.25c	1.76	
6	Workmen's Compensation Insurance		28.09	3.00c	.84	
7	Public Liability and					
8	Property Damage Insurance		28.09	1.00c	.28	30.97
9	O.D. Young-Engineer Inspector	Meal	1		1.30	
10	" " " " "	Lodging	1		2.50	3.80
11	Total (a) Inspection and Total Weekly Report Summary No. 40					34.77

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 41   Week Ending December 27, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(a) Inspection					
2	Engineer Inspector ($400.00/176)	hours	16	2.2727	36.36	
3	Vacation Allowance		$36.36	3.00c	1.09	
4	Railroad Retirement and					
5	Unemployment Compensation Taxes		37.45	6.25c	2.34	
6	Workmen's Compensation Insurance		37.45	3.00c	1.12	
7	Public Liability and					
8	Property Damage Insurance		37.45	1.00c	.37	41.28
9	O.D. Young-Engineer Inspector	Meals	4		4.30	
10	" " " " "	Lodging	1		3.50	7.80
11	Total (a) Inspection and Total Weekly Report Summary No. 41					49.08

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 42 Period Ending December 31, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(c) Accounting-Cost of billing					
2	Engineer Accountant ($425.00/176)	hours	24	2.4148	57.96	
3	Vacation Allowance		$57.96	3.00c	1.74	
4	Railroad Retirement and					
5	Unemployment Compensation Taxes		59.70	6.25c	3.73	
6	Workmen's Compensation Insurance		59.70	3.00c	1.79	
7	Public Liability and					
8	Property Damage Insurance		59.70	1.00c	.60	
9	Total (c) Accounting-Cost of billing					65.82
10	Total Weekly Report Summary No. 42					65.82

7-50-75M

S-130
(A.A.R. 206)

SOUTHERN PACIFIC LINES

BILL COLLECTIBLE

Bill No. 42[illegible]192

Quote above number when remitting

Month's Account [illegible]

Dept. No.

Date Made MAR 11 1953 19

To SOUTHERN PACIFIC COMPANY. Dr.

[illegible]

MAKE REMITTANCE TO:
Southern Pacific Company,
CARE OF LOCAL TREASURER,
65 Market Street,
San Francisco 5, California

[illegible]

DISTRIBUTION:

For further information address:
Auditor of Miscellaneous Accounts,
Southern Pacific Company,
65 Market Street,
San Francisco 5, California

428192

SOUTHERN PACIFIC COMPANY

MONTHLY ESTIMATE OF FORCE ACCOUNT WORK

Construction of Highway between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88711, dated May 27, 1952
Between State of Oregon, State Highway Commission and
Southern Pacific Company

ESTIMATE No. 7 January 1953

Description (1)	Total Work To Date (2)	Previous Estimates (3)	This Estimate (4)
(a) Inspection	1,195.65	1,027.62	168.03
(b) Flagging ~~for Contractor~~	180.93	180.93	
(c) Accounting - Cost of Billing	215.82	192.83	22.99
Delete (d) Repair wire line damaged by Contractor	85.07	85.07	-
(e) Remove, Check and Flag around Slides	281.90	-	281.90
Total	~~1,969.37~~	~~[illegible]~~	472.92
Total Estimate No. 7			472.92

This Estimate is based on Weekly Report Summaries Nos. [illegible] to [illegible]

O.K. 4-7 1953
RES. ENGR. H. L. Decker
CAREFULLY CHECKED FOR DUPLICATION
APPROVED Division Engr

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, Dated May 27, 1952
Between the State of Oregon State Highway Commission And
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 43 — Week Ending January 3, 1953

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(a) Inspection					
2	Engr. Insp. (400.00/168)	Hours	8	2.3810	19.05	
3	Vacation Allowance		$19.05	3.00 c	.57	
4	Railroad Retirement and					
5	Unemployment Compensation Taxes		19.62	6.25 c	1.23	
6	Workmen's Compensation Insurance		19.62	3.00 c	.59	
7	Public Liability and					
8	Property Damage Insurance		19.62	1.00 c	.20	21.64
9	O.D. Young - Engr. Insp.	Meals	3			3.30
10	Total (a) Inspection and Total Weekly Report Summary No. 43					24.94

SOUTHERN PACIFIC COMPANY eet 1 of 2 sheets

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, Dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 44 Week Ending January 10, 1953

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	(a) Inspection			$	$	$
2	Engr. Insp. ($400.00/168)	Hours				
3	Vacation Allowance		11-1/2	2.3810	27.38	
4	Railroad Retirement and		$27.38	3.00 c.	.82	
5	Unemployment Compensation Taxes					
6	Workmen's Compensation Insurance		28.20	6.25 c	1.76	
7	Public Liability and		28.20	3.00 c	.85	
8	Property Damage Insurance					
			28.20	1.00 c	.28	31.09
9	O.D. Young - Engr. Insp.					
10	" " " "	Meals	3		3.65	
		Lodging	1		3.25	6.90
11	Total (a) Inspection					
						37.99
12	(c) Accounting - (Cost of Billing)					
13	Engr. Accountant (425.00/168)					
14	Vacation Allowance	Hours	8	2.5298	20.24	
15	Railroad Retirement and		$20.24	3.00 c	.61	
16	Unemployment Compensation Taxes					
17	Workmen's Compensation Insurance		20.85	6.25 c	1.30	
18	Public Liability and		20.85	3.00 c	.63	
19	Property Damage Insurance					
			20.85	1.00 c	.21	22.99
20	Total (c) Accounting - (Cost of Billing)					
						22.99
21	(e) Removing, Checking and Flagging A/c Slides					
22	between M.P. 618.27 and 618.30					
23	Foreman (303.35/168) Sec.21	Hours				
24	" Overtime "	"	8	1.8057	14.45	
25	Laborers "	"	4-1/2	2.69	12.11	
26	" Overtime "	"	40	1.489	59.56	
27	Foreman (303.35/168) Sec.22	"	22-1/2	2.234	50.27	
28	" Overtime "	"	8	1.8057	14.45	
29	Laborers "	"	8-1/2	2.69	22.87	
30	" Ovetime "	"	24	1.489	35.74	
31			18	2.234	40.21	
32	Vacation Allowance				249.66	
33	Railroad Retirement and		$124.20	3.00 c	3.73	
34	Unemployment Compensation Taxes					
35	Workmen's Compensation Insurance		253.39	6.25 c	15.84	
36	Public Liability and		253.39	3.00 c	7.60	
37	Property Damage Insurance					
			253.39	1.00 c	2.53	279.36

Sheet 2 of 2 sheets

PROJECT: Construction of Highway between Anlauf and Divide, Oregon

Weekly Report Summary No. 44

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	Light and Running Repairs					
2	Track Motor Car No.-4690 Sec.21	Hours	12	0.07	.84	
3	" " " No.-4721 Sec.22	"	14	0.07	.98	1.82
4	Depreciation					
5	Track Motor Car No-4690 Sec.21	Days	2	0.18	.36	
6	" " " No.-4721 Sec.22	"	2	0.18	.36	.72
7	Total (e) Removing, Checking and Flagging A/c Slides between M.P. 618.27 and M.P. 618.30					281.90
8	Total Weekly Report Summary No. 44					342.88

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, Dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 45 — Week Ending January 17, 1953

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(a) Inspection					
2	Engr. Insp. ($400.00/168)	Hours	19-1/2	2.3810	46.43	
3	Vacation Allowance		$46.43	3.00 c	1.39	
4	Railroad Retirement and					
5	Unemployment Compensation Taxes		47.82	6.25 c	2.99	
6	Workmen's Compensation Insurance		47.82	3.00 c	1.43	
7	Public Liability and					
8	Property Damage Insurance		47.82	1.00 c	.48	52.72
9	O.D. Young - Engr. Insp.	Meals	6		6.50	
10	" " " "	Lodging	2		5.00	11.50
11	Total (a) Inspection and Total Weekly Report Summary No. 45					64.22

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, Dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 46

Week Ending January 24, 1953

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
			$	$	$

NOTHING TO REPORT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, Dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 47

Week Ending January 31, 1953

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(a) Inspection					
2	Engr. Insp. ($400.00/168)	Hours	11-1/2	2.3810	27.38	
3	" " ($400.00/168) Traveling	"	3/4	2.3810	1.79	
4					29.17	
5	Vacation Allowance		$27.38	3.00 c	.82	
6	Railroad Retirement and					
7	Unemployment Compensation Taxes		29.99	6.25 c	1.87	
8	Workmen's Compensation Insurance		29.99	3.00 c	.90	
9	Public Liability and					
10	Property Damage Insurance		29.99	1.00 c	.30	33.06
11	O.D. Young - Engr. Insp.	Meals	3		3.65	
12	" " " "	Lodging	1		3.25	
13	" " " "	Bus Fare			.92	7.82
14	Total (a) Inspection and Total Weekly Report Summary No. 47					40.88

Salem, Oregon January 20, 1953

STATE OF OREGON

To Southern Pacific Co. 65 Market St. San Francisco 5, Calif Dr.

Project Divide-Anlauf Unit (OSHC Contract 3640)

Highway Comm. Agreement No. RR392

Sub-Division No.

Ry. Company's Agreement No. Audit 88911

Estimate No. 1

Period Covered May, June & July, 1952

Prefix & Acct. No. 10-1046

Item	Total Amount To Date	Previous Amount	Present Amount
Bill #425857	397.11	-	397.11
Totals	397.11	-	397.11
Retained 10 %	39.71	-	39.71
Total Payments	357.40	-	357.40

Pay This Estimate $ 357.40

Computed by

Checked by

Approved Field Engr.

Approved:

Previous Voucher No.

Bridge Office Engineer

5-52 100M

BILL COLLECTIBLE

S-126
(A.A.R. 206)

Bill No. 425857
Quote above number when remitting

Month's Account

Dept. No.

Date Made DEC 10 1952 19

To SOUTHERN PACIFIC COMPANY, Dr.

[illegible]

MAKE REMITTANCE TO:
Southern Pacific Company
CARE OF LOCAL TREASURER,
65 Market Street,
San Francisco 5, California

[illegible]

DISTRIBUTION:

10-26

For further information address:
Auditor of Miscellaneous Accounts,
Southern Pacific Company,
San Francisco 5, California

425857

SOUTHERN PACIFIC COMPANY

MONTHLY ESTIMATE OF FORCE ACCOUNT WORK

Construction of Highway between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No 68911, dated May 27, 1952
Between State of Oregon, State Highway Commission and
Southern Pacific Company

ESTIMATE No. 1

May, June and
July 1952

Description (1)	Total Work To Date (2)	Previous Estimates (3)	This Estimate (4)
	$	$	$
(a) Inspection	271.33		271.33
(b) Flagging ~~[illegible]~~	125.78		125.78
(c) Accounting - Cost of Billing			
Total	397.11		397.11
Total Estimate No. 1			397.11

This Estimate is based on Weekly Report Summaries Nos 1 to 15 Incl.

1/20/53
Decker says [illegible] billing for flashing and flagging at [illegible] crossing and crossing put in to expedite job as structure was not completed in time to permit [illegible] all charges [illegible] same. [illegible]

RR 397
See Br file for 746 for copy of contract

[illegible] COMPANY

[illegible]

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 28911, Dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

[illegible] No. 1 Period Ending May 3, 1952

[illegible] No. 2 Week Ending May 10, 1952

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)

Detail Insufficient for Reporting

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In accordance with Agreement Audit No. [illegible]911, Dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 3 Week Ending May 17, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	(a) Inspection			$	$	$
2	Engineer Inspector ($395.00/168)	hours	16	2.3512	37.62	
3	Vacation Allowance		$37.62	3.00 c	1.13	
4	Railroad Retirement and					
5	Unemployment Compensation Taxes		38.75	6.25 c	2.42	
6	Workmen's Compensation Insurance		38.75	3.00 c	1.16	
7	Public Liability & Property Damage Ins.		38.75	1.00 c	.39	
8						
9	L. F. Nee, Engr. Inspector	Meals	6		7.10	42.72
10	" " " "	Lodgings	2		6.25	
11	" " " "	Bus Fares			2.07	
12						
13	Total (a) Inspection					15.42 58.14
14	(b) Flagging for Contractor					
15	Foreman ($298.27/168) Sec. 22	hours	2	1.7754	3.55	
16	Laborers "	"	6	1.459	8.75	
17					12.30	
18	Vacation Allowance		12.30	3.00 c	.37	
19	Railroad Retirement and					
20	Unemployment Compensation Taxes		12.67	6.25 c	.79	
21	Workmen's Compensation Insurance		12.67	3.00 c	.38	
22	Public Liability & Property Damage Ins.		12.67	1.00 c	.13	
23						13.97
24	Repairs - Motor Car - Sec. 22	hours	2	0.07		.14
25	Depreciation " " "	days	1	0.18		.18
26	Total (b) Flagging for Contractor					14.29
27	Total Weekly Report Summary No. 3					72.43

28 Note: Insufficient data to estimate cost of [illegible] work

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. [illegible]8911, Dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 4 — Week Ending May 24, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(a) Inspection					
2	Engineer Inspector ($395.00/168)	hours	8	2.3512	18.81	
3	Vacation Allowance		$18.81	3.00 c	.56	
4	Railroad Retirement and					
5	Unemployment Compensation Taxes		19.37	6.25 c	1.21	
6	Workmen's Compensation Insurance		19.37	3.00 c	.58	
7	Public Liability & Property Damage Ins.		19.37	1.00 c	.19	21.35
8	L. F. Mea, Engr. Inspector	meals	3		3.55	
9	" " "	Lodging	1		3.25	
10	" " "	Bus Fares			2.07	
11						8.87
12	Total (a) Inspection					30.22
13	(b) Flagging for Contractor					
14	Foreman ($298.27/168) Sec. 22	hours	4	1.7754	7.10	
15	Vacation Allowance		7.10	3.00 c	.21	
16	Railroad Retirement and					
17	Unemployment Compensation Taxes		7.31	6.25 c	.46	
18	Workmen's Compensation Insurance		7.31	3.00 c	.22	
19	Public Liability & Property Damage Ins.		7.31	1.00 c	.07	
20						8.06
21	Repairs - Motor Car - Sec. 22	hours	4	0.07		.28
22	Depreciation " " "	days	1	0.18		.18
23	Total (b) Flagging for Contractor					8.52
24	Total Weekly Report Summary No. 4					38.74

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT [illegible]

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, Dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 5 Week Ending May 31, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	(a) Inspection					
2	Engineer Inspector ($395.00/168)	hours	8	2.3512	18.81	
3	Vacation Allowance		$18.81	3.00 c	.56	
4	Railroad Retirement and					
5	Unemployment Compensation Taxes		19.37	6.25 c	1.21	✓
6	Workmen's Compensation Insurance		19.37	3.00 c	.58	
7	Public Liability & Property Damage Ins.		19.37	1.00 c	.19	
8						21.35
9	L. F. Rea, Engineer Inspector	meals	3		3.55	
10	" " "	Lodgings	1		3.25	
11	" " "	Bus Fares			3.62	10.42
12	Total (a) Inspection and Total Weekly Report Summary No. 5					31.77

SOUTHERN PACIFIC COMPANY

[illegible]

Construction of Highway Between Anlauf and Divide, Oregon
In accordance with Agreement Audit No. 39011, Dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY NO. [illegible]

Week Ending June 7, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	(a) Inspection					
2	Engineer Inspector (298.[illegible]/16[illegible])	hours	16	2.3512	37.62	
3	Vacation Allowance		37.62	3.00 c	1.13	
4	Railroad Retirement and					
5	Unemployment Compensation Taxes		38.75	6.25 c	2.42	✓
6	Workmen's Compensation Insurance		38.75	3.00 c	1.16	
7	Public Liability & Property Damage Ins.		38.75	1.00 c	.39	
8						42.72
9	* G. F. [illegible], Engr. Inspector	meals	[illegible]		7.00	
10	" " "	lodgings	[illegible]		6.25	
11	" " "	Bus Fare			3.79	
12						17.04
13	Total (a) Inspection					59.76
14	* Daily Reports (Form 17702) Check with Expense Voucher					
15	(b) Flagging For Contractor					
16	Foreman (298.27/168) Sec. 22	hours	2	1.7754	3.55	
17	Laborers "	"	8	1.459	11.67	
18					15.22	
19	Vacation Allowance		15.22	3.00 c	.46	
20	Railroad Retirement and					
21	Unemployment Compensation Taxes		15.68	6.25 c	.98	
22	Workmen's Compensation Insurance		15.68	3.00 c	.47	
23	Public Liability & Property Damage Ins.		15.68	1.00 c	.16	
24						17.29
25	Repairs - Motor Car - Sec. 22	hours	2	0.07		.14
26	Depreciation " " "	days	1	0.18		.18
27	Gasoline "	gals.	1	15.50 c gal	.16	
28	Oil "	pints	1/4	0.05	.01	
29	Handling costs - Stores and Material Items		.17	5.00 c	.01	.18
30	Total (b) Flagging For Contractor					17.79
31	Total Weekly Report Summary No. [illegible]					77.55

[illegible]

[illegible]

Construction of Highway between [illegible] and Divide, Oregon
In Accordance with Agreement [illegible] No. [illegible]911, Dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

[illegible] No. 7 Week Ending June 14, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	(a) Inspection					
2	Engineer Inspector (395.[illegible]/168)	hours	16	2.3512	37.62	
3	Vacation Allowance		37.62	3.00 c	1.13	
4	Railroad Retirement and					
5	Unemployment Compensation Taxes		38.75	6.25 c	2.42	
6	Workmen's Compensation Insurance		38.75	3.00 c	1.16	
7	Public Liability & Property Damage Ins.		38.75	1.00 c	.39	
8						42.72
9	L. P. Ras - Engr. Inspector	meals	5		6.15	
10	* " " "	Lodgings	2		6.50	
11	" " "	Bus Fare	2		3.79	
12						16.44
13	Total (a) Inspection					59.16
14	* Note: Daily Reports (Form [illegible]-7702) [illegible] expense voucher					
15	(b) Flagging for Contractor					
16	Foreman (298.27/168) Sec.22	hours	2	1.7754	3.55	
17	Laborer "	"	8	1.459	11.67	
18					15.22	
19	Vacation Allowance		15.22	3.00 c	.46	
20	Railroad Retirement and					
21	Unemployment Compensation Taxes		15.68	6.25 c	.98	
22	Workmen's Compensation Insurance		15.68	3.00 c	.47	
23	Public Liability & Property Damage Ins.		15.68	1.00 c	.16	
24						17.29
25	Repairs - Motor Car - Sec.22	hours	2	.07		.14
26	Depreciation " " "	days	1	.18		.18
27	Gasoline "	gal.	1	[illegible] c gal	.16	
28	Oil "	pint	1	.05	.05	
29	Handling costs - Stores and Material Items		[illegible]	5.00 c	.01	
30						.22
31	Total (b) Flagging for Contractor					17.83
32	Total Weekly Report Summary No.7					76.99

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 58911, Dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 2 — Week Ending June 21, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	(a) Inspection					
2	Engineer Inspector ([illegible]/160)	hours	8	2.3512	18.81	
3	Vacation Allowance		18.81	3.00 c	.56	
4	Railroad Retirement and					
5	Unemployment Compensation Taxes		19.37	6.25 c	1.21	
6	Workmen's Compensation Insurance		19.37	3.00 c	.58	
7	Public Liability & Property Damage Ins.		19.37	1.00 c	.19	
8						21.35
9	Total (a) Inspection					21.35
10	(b) Flagging for Contractor					
11	Foreman ([illegible].27/160) Sec.22	hours	2	1.7754	3.55	
12	Laborer "	"	8	1.459	11.67	
13					15.22	
14	Vacation Allowance		15.22	3.00 c	.46	
15	Railroad Retirement and					
16	Unemployment Compensation Taxes		15.68	6.25 c	.98	
17	Workmen's Compensation Insurance		15.68	3.00 c	.47	
18	Public Liability & Property Damage Ins.		15.68	1.00 c	.16	
19						17.29
20	Repairs - Motor Car Sec.22	hours	2	.07		.14
21	Depreciation " " "	days	1	.18		.18
22	Gasoline "	gals.	1	16.50 c gal	.16	
23	Oil "	pint	1	5.00	.05	
24	Handling Costs - Stores and Material Items		.21	5.00 c	.01	.22
25	Total (b) Flagging for Contractor					17.83
26	Total Weekly Report Summary No. 2					39.18

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 83911, Dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY NO. 9 Week Ending June 28, 1952

	Description (1)		Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
					$	$	$
1	(b) Flagging for Contractor						
2	Foreman (298.27/168)	Sec.22	Hours	1	1.7754	1.78	
3	Laborers	"	"	4	1.459	5.84	
4						7.62	
5	Vacation Allowance			$7.62	3.00 c	.23	
6	Railroad Retirement and						
7	Unemployment Compensation Taxes			7.85	6.25 c	.49	
8	Workmen's Compensation Insurance			7.85	3.00 c	.24	
9	Public Liability and						
10	Property Damage Insurance			7.85	1.00 c	.08	8.66
11	Repairs Motor Car	Sec.22	Hours	1	0.07		.07
12	Depreciation Motor Car	"	Day	1	0.18		.18
13	Gasoline	Sec. 22		1 Gal	15.50 c Gal	.16	
14	Oil	"		1 Pt.	0.05	.05	
15						.21	
16	Handling costs - Stores and Material Yards			$0.21	5.00 c	.01	.22
17	Total (b) Flagging for Contractor and Total Weekly Report No. 9						9.13

THERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance With Agreement Audit No. SE911, Dated May 27, 1952
Between the State of Oregon State Highway Commission And
Southern Pacific Company

WEEKLY REPORT SUMMARY NO. 10 — Period Ending June 30, 1952

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)

NOTHING TO REPORT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance With Agreement Audit No. 88911, Dated May 27, 1952
Between the State of Oregon State Highway Commission And
Southern Pacific Company

WEEKLY REPORT SUMMARY NO. 11 Week Ending July 5, 1952

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)

NOTHING TO REPORT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance With Agreement Audit No. 88911, Dated May 27, 1952
Between the State of Oregon State Highway Commission And
Southern Pacific Company

WEEKLY REPORT SUMMARY NO. 11 Week Ending July 5, 1952

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)

NOTHING TO REPORT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, Dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY NO. 12 | Week Ending July 12, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(a) Inspection					
2	Engr. Insp. (385.00/176)	hours	4	2.1875	8.75	
3	Vacation Allowance		$8.75	3.00 c	.26	
4	Railroad Retirement and					
5	Unemployment Compensation Taxes		9.01	6.25 c	.56	
6	Workmen's Compensation Insurance		9.01	3.00 c	.27	✓
7	Public Liability and					
8	Property Damage Insurance		9.01	1.00 c	.09	9.93
9	J.S. Thomas-Engr. Insp.	Lunch				1.00
10	Total (a) Inspection and Total Weekly Report Summary No. 12					10.93

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway between [illegible] and [illegible], Oregon
In Accordance With Agreement Contract No. [illegible], Dated [illegible] 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY NO. 13 — Week Ending July 19, 1952

	Description (1)		Unit (2)	Quantity (3)	Unit Rate (4) $	Amount (5) $	Total (6) $
1	(b) Flagging for Contractor						
2	Foreman (301.66/176)	Sec.22	hours	1	1.7140	1.71	
3	Laborers	"	"	4	1.479	5.92	
4						7.63	
5	Vacation Allowance			$7.63	3.00 c	.23	
6	Railroad Retirement and						
7	Unemployment Compensation Taxes			7.86	6.25 c	.49	
8	Workmen's Compensation Insurance			7.86	3.00 c	.24	
9	Public Liability and						
10	Property Damage Insurance			7.86	1.00 c	.08	8.67
11	Repairs Motor Car	Sec.22	hours	1	0.07		.07
12	Depreciation Motor Car	"	days	1	0.18		.18
13	Gasoline	"		1 Gal	15.50c Gal	.16	
14	Oil	"		1/2 Pt.	.05	.03	
15						.19	
16	Handling costs - stores and material [illegible]			$0.19	5.00 c	.01	.20
17	Total (b) Flagging for Contractor, [illegible] Weekly Report Summary No. 13						9.12

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 86911, Dated May 27, 1952
Between the State of Oregon State Highway Commission And
Southern Pacific Company

WEEKLY REPORT SUMMARY NO. 14 Week Ending July 26, 1952

	Description (1)		Unit (2)	Quantity (3)	Unit Rate (4) $	Amount (5) $	Total (6) $
1	(b) Flagging for Contractor						
2	Foreman (301.66/176)	Sec.22	hours	4-2/3	1.7140	8.00	
3	Laborers	"	"	12-2/3	1.479	18.73	
4						26.73	
5	Vacation Allowance			$ 26.73	3.00 c	.80	
6	Railroad Retirement and						
7	Unemployment Compensation Taxes			27.53	6.25 c	1.72	
8	Workmen's Compensation Insurance			27.53	3.00c	.83	
9	Public Liability and						
10	Property Damage Insurance			27.53	1.00 c	.28	30.36
11	Repairs to Motor Car	Sec.22	hours	5	0.07		.35
12	Depreciation Motor Car	"	day	1	0.18		.18
13	Gasoline	"		2Gal.	15.50c Gal.	.31	
14	Oil	"		1Pt.	.05	.05	
15						.36	
16	Handling costs - Stores and Material Yards			$0.36	5.00 c	.02	.38
17	Total (b) Flagging for Contractor, and Total for Weekly Report Summary No. 14						31.27

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 8[illegible]911, Dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY NO. 15 — Period Ending July 31, 1952

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)

NOTHING TO REPORT

[illegible] COMPANY
FILE No. [illegible]

THIS INDENTURE, made this 21st day of May, 1959, by and between SOUTHERN PACIFIC COMPANY, a corporation of the State of Delaware, hereinafter called "Railroad," and STATE OF OREGON, acting by and through its State Highway Commission, hereinafter called "State";

WITNESSETH:

1. Railroad hereby grants to State (subject to the reservations, covenants and conditions herein contained) an easement for highway purposes upon and along the property of Railroad in the County of Douglas, State of Oregon, in the locations shown tinted yellow on Print of Portland Division Drawing P-182, dated March 13, 1959, hereto attached and made a part hereof.

2. This grant is subject and subordinate to the prior and continuing right and obligation of Railroad, its successors and assigns, to use and maintain the above-mentioned property as a railroad right of way in performance of its public duty as a common carrier, and for that purpose, Railroad, its successors and assigns, expressly reserve the right to construct, reconstruct, maintain and operate existing and any additional railroad tracks, facilities and appurtenances thereto, upon, along and across said property in such manner as may be consistent with the enjoyment of the easement for highway purposes herein granted to State; also reserving unto Railroad, its successors and assigns, the right to superimpose railroad embankment material upon the highway embankments placed upon said highway easement area (excepting any paved portions of said highway easement area) in the event Railroad constructs additional tracks or relocates its wire lines upon said easement area.

3. Said grant of easement is made subject to all valid and existing contracts, leases, liens, encumbrances or claims of title which may affect said property.

4. State agrees to prepare, at its expense, a metes and bounds description of the property of Railroad upon which is located said

highway easement area described in Section 1 of this Indenture prior to the completion of construction of said highway. Said description, which shall be subject to Railroad's approval, shall be made a part of this Indenture by means of a supplement thereto.

5. Should State or its assigns at any time abandon the use of said easement, or any part thereof, the right hereby given shall cease to the extent of the use so abandoned and Railroad, its successors and assigns, shall at once have the right, in addition to but not in qualification of the rights hereinbefore reserved, to resume the exclusive possession of said land, or the part thereof the use of which was so abandoned.

6. State shall bear the entire cost and expense of constructing and maintaining the highway upon said highway easement area mentioned in Section 1 of this indenture and of the following matters in connection therewith:

(a) In the event subsidence or distortion of Railroad's tracks and/or subgrade is caused by the adjacent location of the new State Highway or the construction and maintenance of the same, State agrees to bear the entire cost and expense of any necessary repairs and/or reconstruction to restore said railroad tracks and subgrade to the alignment and grade which existed prior to the construction of said highway.

(b) State shall provide and maintain, at its expense, adequate drainage facilities at the above-mentioned location to the satisfaction of Railroad.

(c) In the event any of the work contemplated hereunder to be done upon or adjacent to the right of way and property of Railroad shall be let to contractors by State, said contractors shall be satisfactory to Railroad as to their responsibility and experience in the performance of the type of work to be performed upon or adjacent to the premises of Railroad, and no such work shall be begun until such contractors shall have entered into a written agreement with Railroad substantially in the form of Exhibit "A" attached to this agreement.

State shall furnish, or require its contractor to furnish, to Railroad the original of each policy covering Protective Public Liability Insurance and Protective Property Damage Liability Insurance in the amount specified in said Exhibit "A", and conforming to the requirements of Works Program General Memorandum No. 32, which contractor is required to furnish for and in behalf of Railroad.

State shall also furnish, or require its contractor to furnish, to Railroad a certified copy of each of the policies of insurance, showing that its contractor has provided for Contractor's Public Liability and Property Damage Liability Insurance, as provided for in Works Program General Memorandum No. 32, which insurance shall provide for the same limits as specified for Protective Public Liability and Property Damage Liability Insurance to be furnished for and in behalf of Railroad.

(d) Railroad shall furnish such watchmen, flagmen and/or inspectors as it deems necessary to protect and safeguard Railroad's property, engines, trains and cars during the construction of said highway and performance of the work covered by this indenture in connection therewith. In the event State's contractor deviates from his contract with State to such an extent that in the judgment of Railroad's engineer it becomes necessary to furnish flagmen, watchmen and/or inspectors, in order to protect Railroad's operations and property, Railroad shall furnish such additional watchmen, flagmen and/or inspectors. State agrees to cause State's contractor to reimburse Railroad for the expense incurred by Railroad in connection with the furnishing of such additional flagmen, watchmen and/or inspectors.

7. State agrees to reimburse Railroad for the entire cost and expense incurred by Railroad in connection with the construction of said highway and other matters set forth above.

All work to be done hereunder by Railroad shall be done only by its employees working under Railroad Labor Agreements and shall be done on a force account basis.

All costs and expenses billed to State by Railroad in connection with the construction of said highway and necessary changes relating thereto shall be the amounts actually expended or incurred by Railroad in connection with labor, materials, supplies, tools or equipment used, furnished or expended in performance of said work to be done, including additives provided for in General Administrative Memorandum No. 299 of the Bureau of Public Roads, Department of Commerce.

It is agreed that all costs and expenses incurred by Railroad and billed to State, for which State is obligated to reimburse Railroad hereunder, and all other proper and necessary expenses incidental to the work performed by Railroad and not specifically mentioned herein, shall be subject to the provisions of said General Administrative Memorandum No. 299, so far as said Memorandum No. 299 is applicable to such costs and expenses.

8. Railroad shall submit all bills to State for payment of work performed by Railroad and shall submit its final bill to cover the actual cost of items of work performed by Railroad; provided, however, that the cost of flagmen, watchmen and/or inspectors to protect Railroad's property, engines, trains and cars, due to the operations of State's contractor, which costs are not eligible for Federal reimbursement under Section XII, paragraph "E", of said General Administrative Memorandum No. 299, shall be segregated in Railroad's billing to State from all other costs billed to State under this indenture. State agrees to pay Railroad the cost of such work within thirty (30) days of the receipt of such bills from Railroad.

9. All work contemplated in this indenture shall be performed in a good and workmanlike manner to the satisfaction of the parties hereto and each portion shall be promptly commenced by the party hereto obligated to do the same and thereafter diligently prosecuted to conclusion in its logical order and sequence.

10. This grant of easement is made upon the express condition that County of Douglas and County of Lane shall relinquish to Railroad their respective interests in and to the existing highways in said Counties, being more particularly described in that certain agreement between Southern Pacific Company and County of Douglas (assigned Railroad's Audit No. [illegible]) and that certain agreement between Southern Pacific Company and County of Lane (assigned Railroad's Audit No.[illegible]), and that said Counties shall take the necessary legal steps to abandon and close to public use said existing highways.

11. Railroad hereby permits State, for the term hereinafter set forth, to use the portions of said existing highway in the locations shown within red lines on print of Portland Division Drawing B-113, dated March 13,1958, attached hereto and made a part hereof, for the purpose of parking Army convoys and for emergency highway uses. The term of said permission shall be for the period of one (1) year from the date first herein written and shall continue thereafter until Railroad serves State with ninety (90) days' written notice of the termination of said permission.

12. This indenture shall inure to the benefit of and be binding upon the successors and assigns of Railroad and upon the assigns of State.

IN WITNESS WHEREOF, the parties hereto have caused this indenture to be executed in duplicate by their respective officers thereunto duly authorized, and their respective seals to be hereunto affixed as of the day and year first herein written.

SOUTHERN PACIFIC COMPANY,

By ____________________
Vice President

Attest: ____________________
Assistant Secretary

Form Approved:

____
Attorney

RECOMMENDED FOR APPROVAL
State Highway Engineer

Approved as to form

STATE OF OREGON, by and through its State Highway Commission,

By ____________________

By ____________________

By ____________________

Attest:
SECRETARY

10. This grant of easement is made upon the express condition [illegible] Railroad [illegible] existing highways in said [illegible] described in that certain Agreement between Southern Pacific Company and County of Douglas (designated Railroad's Audit No. [illegible]) and that certain agreement between Southern Pacific Company and County of Lane (designated Railroad's Audit No. [illegible]), and that said Counties shall take the necessary legal steps to abandon and close to public use said existing highways.

11. Railroad hereby permits State, for the term hereinafter

STATE OF CALIFORNIA, }
City and County of San Francisco } ss.

On this third day of June in the year One Thousand Nine Hundred and Fifty Two before me, RUTH W. GEORGE, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared E. W. CORBETT and ROY G. HILLEBRAND, known to me to be the Vice President and Assistant Secretary, respectively, of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

Ruth W. George
Notary Public in and for the City and County of San Francisco, State of California.

My Commission Expires September 19, 1954.

IN WITNESS WHEREOF, the parties hereto have caused this indenture to be executed in duplicate by their respective officers thereunto duly authorized, and their respective seals to be hereunto affixed as of the day and year first herein written.

SOUTHERN PACIFIC COMPANY,

By ______________________
Vice-President

Attest: Roy G. Hillebrand
Assistant Secretary

Form Approved:

____
Attorney

RECOMMENDED FOR APPROVAL
[illegible]
State Highway Engineer

STATE OF OREGON, by and through its State Highway Commission,

By ______________________

By ______________________

By ______________________

EXHIBIT - "A"

THIS AGREEMENT, made this ________day of ____________________, 195_, between SOUTHERN PACIFIC COMPANY, a corporation, first party, hereinafter called "Railroad," and ____, second party, hereinafter called "Contractor";

WHEREAS, Railroad and State of Oregon, acting by and through its State Highway Commission, hereinafter called "State," have entered into or will enter into a certain agreement providing that State shall undertake the construction of a highway and highway slopes upon portions of the right of way and property of Railroad between Divide and Comstock, Douglas County, Oregon. Said agreement will provide that State shall cause its contractors to enter into agreements with Railroad substantially in the form of the draft attached thereto; and

WHEREAS, on the ________day of ____________________,195__, said State entered into a contract with Contractor for grading and paving work in connection with the construction of said highway and highway slopes, which contract provides that Contractor shall enter into an agreement with Railroad.

NOW, THEREFORE, it isunderstood and agreed as follows:

Contractor, in advance of performing any work under said contract between State and Contractor, shall furnish evidence to the Highway Department that, with respect to the operations Contractor or any of Contractor's subcontractors perform, Contractor has furnished for and in behalf of Railroad regular Protective Public Liability Insurance and regular Protective Property Damage Liability Insurance conforming to the requirements of Works Program General Memorandum No. 32, signed by the Chief of the Bureau of Public Roads and dated January 27, 1937, said regular Protective Public Liability Insurance providing for a limit of not less than Two Hundred Thousand (200,000) Dollars for all damages arising out of bodily injuries to or death of one person, and, subject to that limit for each person, a total limit of Four Hundred

Thousand (100,000) Dollars for all damages arising out of bodily injuries to or deaths of two or more persons in any one accident or occurrence, and shall supply Protective Property Damage Liability Insurance providing for a limit of not less than Fifty Thousand (50,000) Dollars for all damages arising out of injury to or destruction of property in any one accident or occurrence; and, subject to that limit per accident or occurrence, a total (or aggregate) limit of One Hundred Thousand (100,000) Dollars for all damages arising out of injury to or destruction of property during the policy period.

Contractor shall furnish to Railroad the original policies of insurance, for and in behalf of Railroad, providing, with respect to operations Contractor or any of Contractor's subcontractors perform, insurance in the amounts as aforesaid, which policies shall be subject to the approval of Railroad; Contractor shall also furnish to Railroad certified copies of policies of insurance showing that Contractor has, with respect to operations Contractor or any of Contractor's subcontractors perform, provided for Contractors' Public Liability and Property Damage Liability Insurance, as provided for in Works Program General Memorandum No.32, which insurance shall provide for the same limits as specified for Protective Public Liability and Property Damage Liability Insurance to be furnished for and in behalf of Railroad, as hereinabove provided for.

The policy evidencing the Public Liability Insurance above provided shall not contain any exclusion of or otherwise limit the coverage of said policy with respect to the Railroad's liability for death of or injury to its own employees as a result of any act or omission of the Department or its contractors in connection with work performed under said contract between State and Contractor; and the policy evidencing the Property Damage Insurance shall not contain any exclusion or otherwise limit the coverage of Railroad's liability for loss of or destruction of property in its care, custody or control as a result of any act or omission of the Department or its contractors in connection with work performed under said contract between State and Contractor.

The insurance hereinabove specified shall be carried by Contractor until all work required to be performed under the terms of said contract between State and Contractor is satisfactorily completed, as evidenced by the formal acceptance by State.

Contractor shall comply with the rules and regulations of Railroad or the instructions of its representatives in relation to the proper manner of protecting the tracks and property of Railroad and the traffic moving on such tracks, as well as the wires, signals, and other property of Railroad, its tenants or licensees, at and in the vicinity of the work during the period of construction. Contractor, subject to the supervision and control of Railroad's Chief Engineer, or other designated officer, shall perform Contractor's work in such manner and at such times as that said work shall not endanger or interfere with the safe operation of the tracks and property of Railroad and the traffic moving on such tracks, as well as wires, signals and other property of Railroad, its tenants or licensees, at or in the vicinity of the work.

Contractor further agrees that upon completion of the work covered by said contract between State and said Contractor, Contractor will promptly remove from the premises of said Railroad all of Contractor's tools, implements and other materials, whether brought upon said work by Contractor, or any subcontractor, employee or agent of Contractor or any subcontractor.

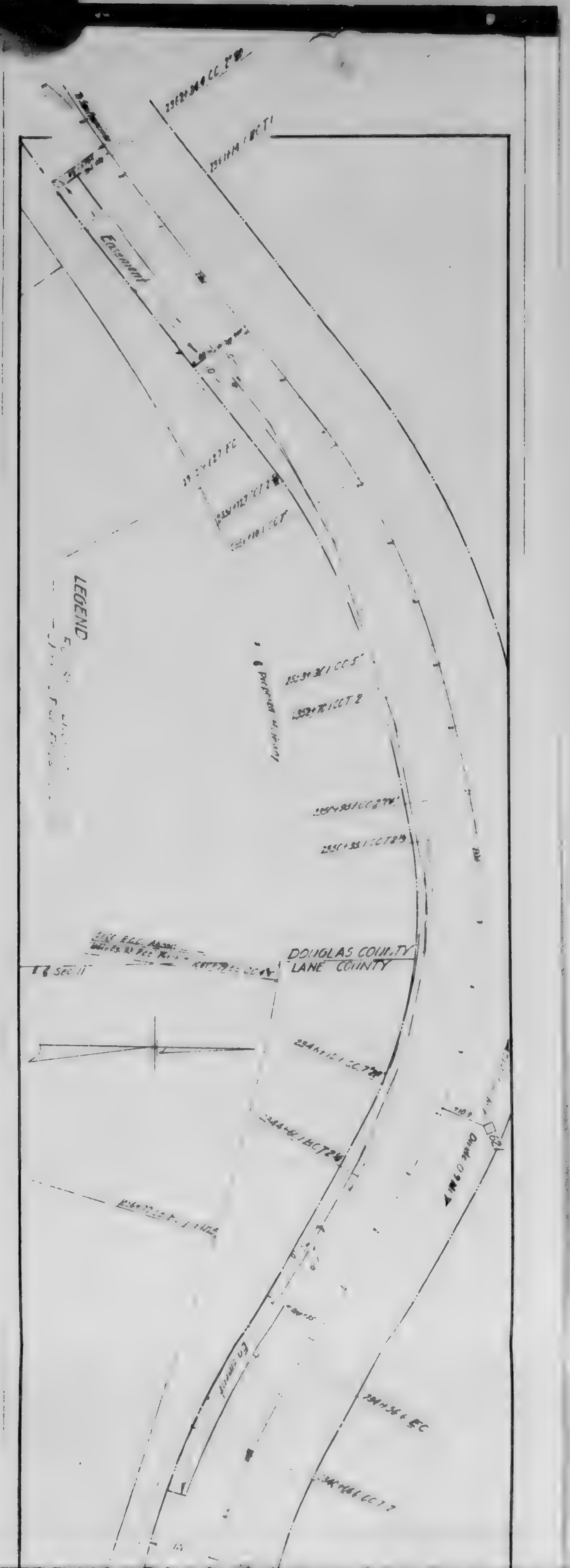
IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the day and year first herein written.

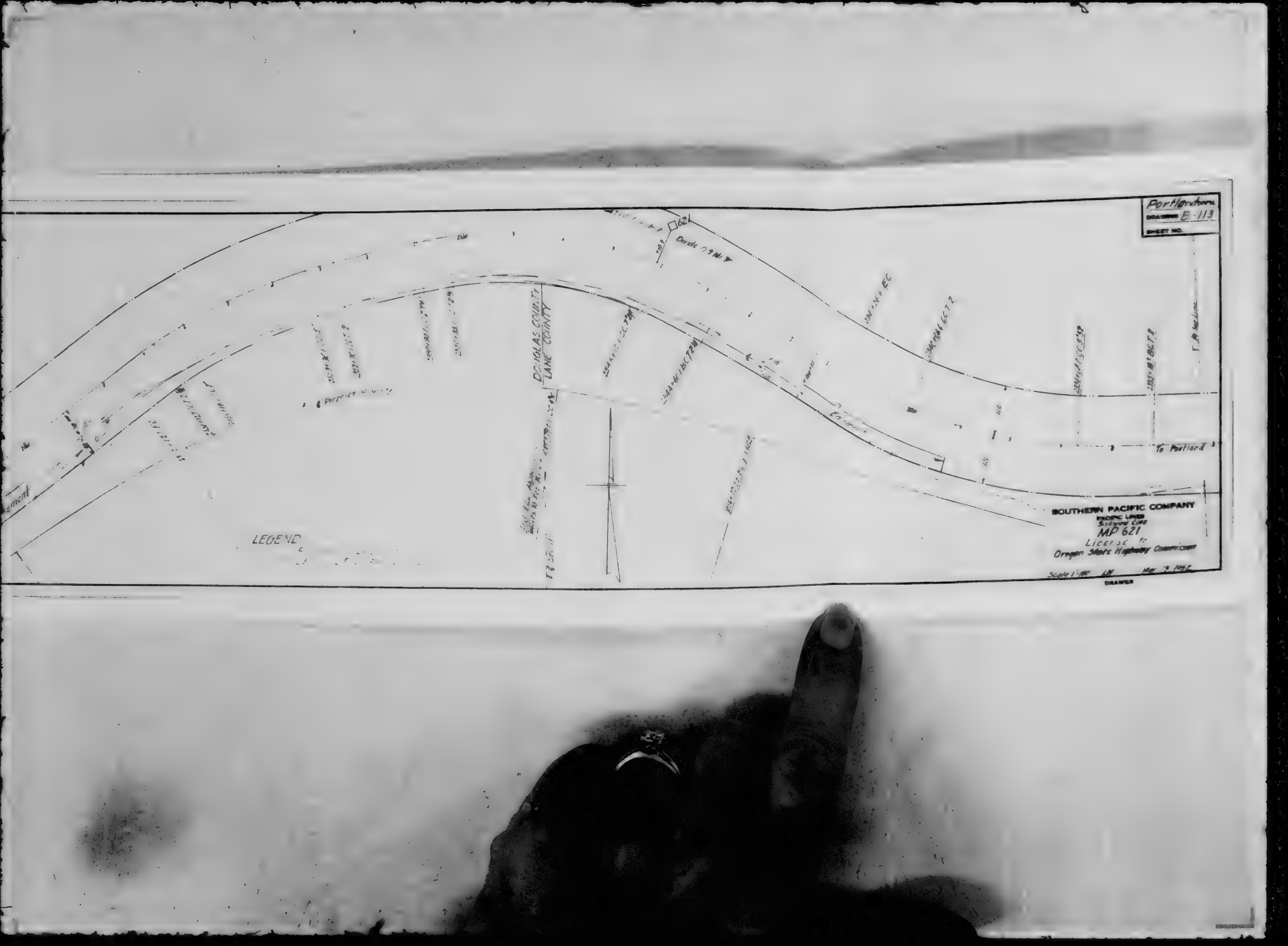
SOUTHERN PACIFIC COMPANY,

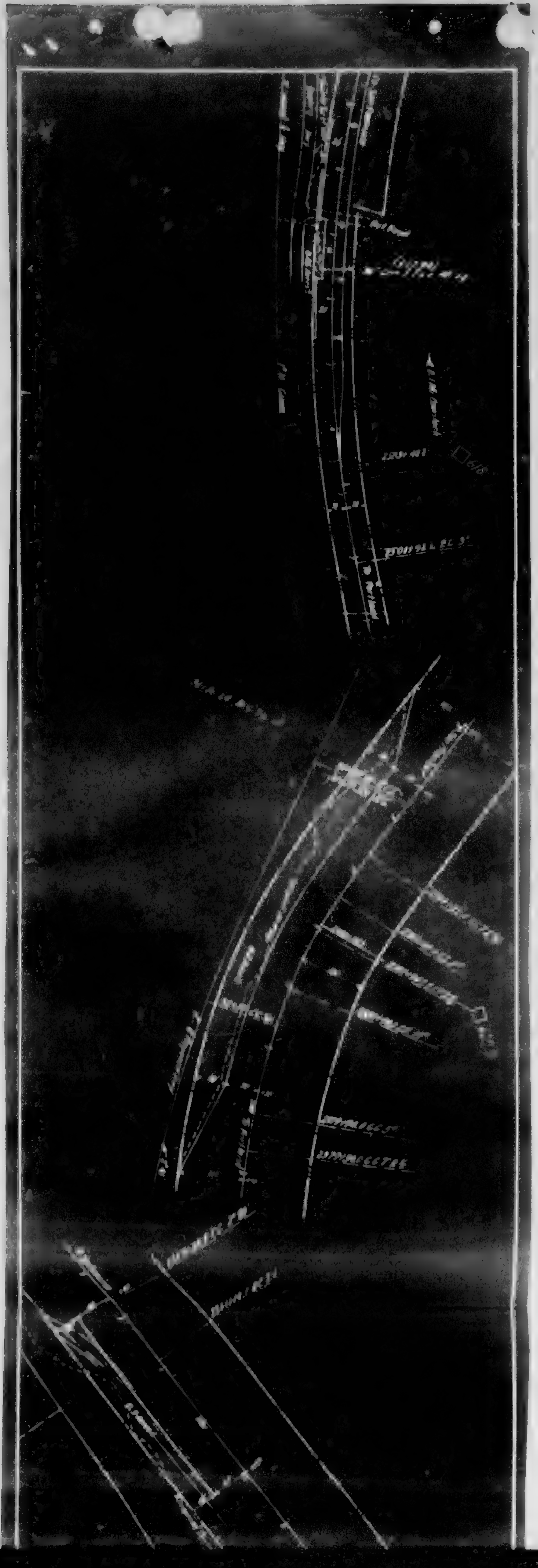
By________________________

Attest:______________________

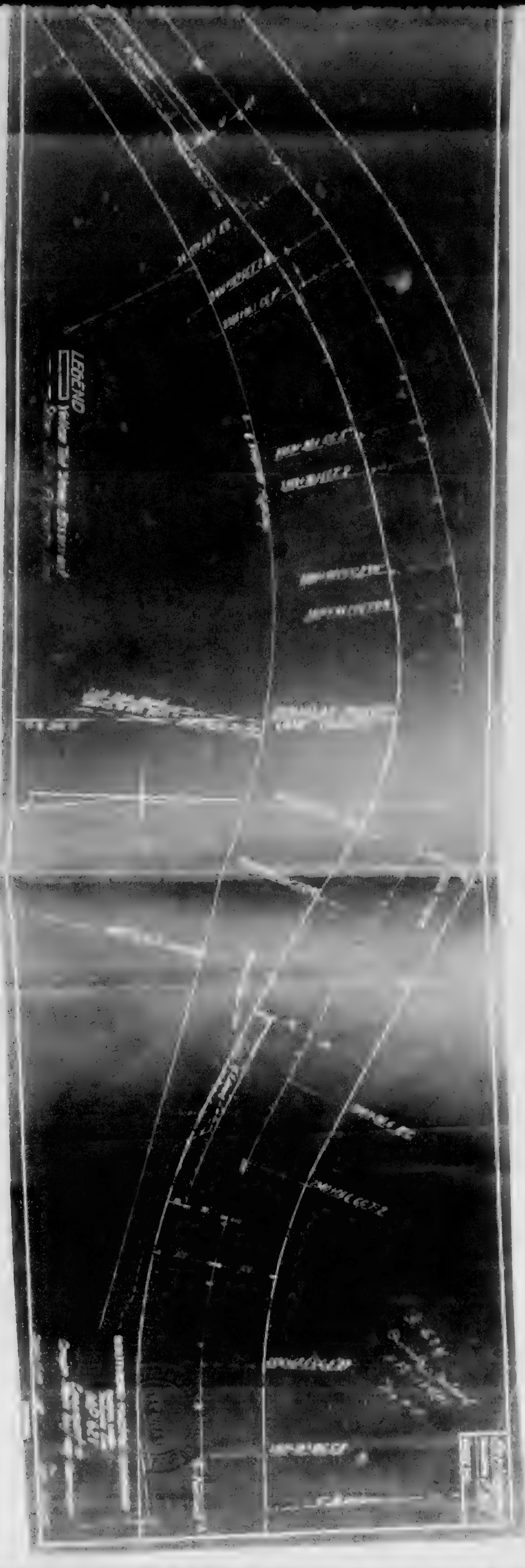
____
Contractor


Easement
23+11+14 BCT 1
LEGEND
252+30 CC 5'
252+70 CCT 2
DOUGLAS COUNTY
LANE COUNTY
Sec 11
EC
CC 7'
Divide 0.9 M
62


Portland Divn
DRAWING E-113
SHEET NO.
621
Grade 0.9 M.
DOUGLAS COUNTY
LANE COUNTY
To Portland
LEGEND
SOUTHERN PACIFIC COMPANY
PACIFIC LINES
Siskiyou Line
MP 621
License to
Oregon State Highway Commission
Scale 1"=100'
LM
DRAWER



6/8


LEGEND

7-52-500

Southern Pacific Company

L-7701

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

E. E. MAYO
CHIEF ENGINEER
C. R. TINKLER
VALUATION OFFICER
M. R. HAYNES
VALUATION AND TAX ENGINEER

May 13, 1953

IN REPLY PLEASE REFER TO
File: 911/323
Document Audit #8891

SUBJECT: Highway Relocation - Anlauf-Divide, Oregon

Mr. G. S. Paxson
Bridge Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

Reference is made to your letter of April 17, 1953 relative to payment of our invoices 426345, 426343, 426341, 426339, 426421 and 428192 for our costs incurred under agreement dated May 27, 1952.

We are requesting our Accounting Department to issue credit in the amount of $85.07 to cover the costs listed under item (d) "Repair wire line damaged by contractor", $56.04 applying to bill No. 426345 and $29.03 to bill No. 426343 and to charge same on our regular billing basis to Contractor Fred H. Slate Company, Oregon Ltd. & E. C. Hall Company.

The amounts shown for this item in Supplements to our Weekly Report Summaries Nos. 1, 2, 3, 7 and 14 which were mailed with our letter of April 30, 1953 will be omitted from our Estimate No. 8 and bill now in course of preparation.

RECEIVED
MAY 15 1953
OREGON
STATE HIGHWAY COMMISSION

Very truly yours,
E E Mayo
C.R. Tinkler H

FORM E-129 90M REVISED 2-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

April 17, 1953

Southern Pacific Company
65 Market Street
San Francisco 5, California

Attention: Auditor of Miscellaneous Accounts

Gentlemen:

We have prepared and are handing to our auditor for payment an estimate that will pay 90 percent of your Invoices 426345, 426343, 426341, 426339, 426421 and 428192, except as noted below.

On Invoices 426345 and 426343, Item "d", "Repair wire lines damaged by contractor," in the total amount of $85.07 has been deleted. This item is definitely a responsibility of the contractor, Fred H. Slate Company, Oregon Limited, & E. C. Hall Company, on our Contract No. 3640, and should be billed directly to them. If you have any trouble in collecting this bill from the contractor, please advise us, and we will do whatever we can to aid you in the collection of the bill.

Item "b", "Flagging for contractor," on all of your bills is still in question, and there may be a part of this item chargeable to the contractor. We are paying a full 90 percent on this item until we can make further investigation concerning it.

Very truly yours,

G. S. Paxson
Bridge Engineer

CAG:aa

CC C. A. Gardner
Auditor/w encl.

FORM E-30 25M 9-51 52219

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
April 10, 1953

SUBJECT:

[illegible] about flagging [illegible] it would [illegible] before going [illegible] OK

To:

Mr. H. G. Smith
Construction Engineer

Dear Sir:

I am enclosing herewith six bills from the Southern Pacific Company for work done by them in conjunction with the construction of the relocated Pacific Highway between Divide and Anlauf.

On these bills there appear five separate items as follows: (a) Inspection, (b) Flagging for Contractor, (c) Accounting, Cost of Billing, (d) Repair wire lines damaged by the Contractor, and (e) Remove, Check and Flag account slides.

Two of these items, viz., (b) Flagging for Contractor, and (d) Repair wire lines damaged by Contractor, are clearly the responsibility of the Contractor and being such, also make the contractor responsible for his pro-rated share of item (c), Accounting, Cost of Billing.

Normal flagging

In further explanation of item (b) above, this charge is for flagging during blasting operations and flagging for the contractors equipment at such times as he was hauling materials over, along, and across the Southern Pacific Company's tracks, and at such other times as the railroad was endangered by the contractors operations.

I am attaching hereto a summary of the bills together with a segregation of the charges into the amount of the bills to be paid by the State and the amount to be paid by the contractor.

It is my recommendation that the bills be paid by the State and that the contractor be billed for his share of the cost with the amount of his share to be withheld from the contract payment.

Very truly yours,

Tom Edwards

Tom Edwards
Division Engineer

RECEIVED
APR 13 1953
OFFICE OF
CONSTRUCTION ENGINEER

CTK:db
Encl.

Summary and Segregation of Bills from Southern Pacific Company for Work Done in Conjunction With Highway Construction on the Divide-Anlauf Section of the Pacific Highway

Bill No.			Item		
	(a) Inspection	(b) Flagging for Contractor	(c) Accounting Cost of Billing	(d) Repair Wire Lines Damaged by Contractor	(e) Remove, Check and Flag account Slides
426345	$109.39	$56.44		$56.04	
426343	197.88	8.71		29.03	
426341	196.77				
426339	120.03		$127.01		
426421	132.22		65.82		
428192	168.03		22.99		$281.90
	$924.32	$65.15	$215.82	$85.07	$281.90
					$1572.26

Sub-total (a) plus (e)	$1206.22
Sub-total (b) plus (d)	150.22
Total, (a)+(b)+(d)+(e)	$1356.44

Total amount of bill to be borne by State:

(a) + (e) - - - - - - - - - - - - - - - -	$1206.22	
Pro-rated portion of (c) - - - - - -	191.92	
Total		$1398.14

Total amount of bill to be borne by contractor:

(b) + (d) - - - - - - - - - - - - - - - - - - -	$150.22	
Pro-rated portion of (c) - - - - - - - - - -	23.90	
Total		$174.12

Total amount of Bill - - - $1,572.26

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 1
SUPPLEMENT No. 2

Week Ending May 3, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	(d) Repair Wire Lines Damaged by Contractor					
2	Operation S.P.Auto Truck,Dist.Lineman	Miles	43	0.05		2.15
3	Total (d) Repair Wire Lines and					
4	Total Weekly Report Summary No. 1, Supplement No. 2					2.15

152

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEK REPORT OF LABOR AND MATERIAL USED

Project Divide To Anlauf Hyw Constr, Location Siskiyou Line M.P 621± 615± Auth G.O. No. 88911

Gang Telegraph Report No. 1 { Daily - May 3, 1952 / D~~aily o~~r Week Ending May 3. 1952

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount

Supplemental Report No. 1
to Cover auto Truck
Mileage May 3, 1952

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
	Miles								
J. Hovey's Auto truck 3/4 ton truck	43								

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Repairing damaged signal
B
C lines - Caused by Contractor
D
E
F

* Note: Also report locomotive and automobile miles.

Correct O. A. Young Engr-Inspector
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

Supplemental Report
to Daily & Weekly No. 1 of May 3/52

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 2
SUPPLEMENT No. 2

Week Ending May 10, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(d) Repair Wire Lines Damaged by Contractor					
2	Operation S.P. Truck, Dist.Linemen	Miles	43	0.05		2.15
3	Total (d) Repair Wire Lines and					
4	Total Weekly Report Summary No. 2, Supplement No. 2					2.15

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide to Ashland Hywy Constr. No 2 Location Siskiyou line M.P. 621± 615± Audit G.O. No. 88911

Daily Report May 8, 1952

Gang Telegraph Report No. 2 ~~Daily or~~ Week Ending May 9, 1952 ~~19~~

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F		Hours	Rate	Amount
							Total Labor			

Supplemental Report No. 2
to cover Auto Truck
Mileage May 8, 1952

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
	Miles								
J. Hovey's Auto Truck 3/4 Ton Truck	43								
								Total Material	

Equipment	Equipment Hours * A	B	C	D	E	Description of Work
						A Repairing damage to
						B
						C Signal Lines Caused by
						D
						E Contractor
						F

* Note: Also report locomotive and automobile miles.

Supplemental Report No. 2
to Daily Report No 2, May 8/52 & weekly No 2 of May 4

Correct O.A. Young Engr Inspector 1208
Title-S. P. Co.

Approved G. L. Derker
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 3,
SUPPLEMENT No. 2

Week Ending May 17, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(d) Repair Wire Lines Damaged by Contractor					
2	Operation of S.P. Truck, Dist.Lineman	Miles	43	0.05		2.15
3	Total (d) Repair Wire Lines and					2.15
4	Total Weekly Report Summary No. 3, Supplement No. 2					

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide-Ashland Hwy Constr. Location Siskiyou Line M.P. 615 & 621 & Arch G.M.O. No. 88911
Report No. 3 Daily - May 13 - 1952
Gang Telegraph Report No. 3 ~~Daily~~ Week Ending May 17 - 19 52

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount

Supplemental Report No, 3
to Cover Auto Truck
Mileage for May 13, 1952

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
	Miles								
J. Hovey's Auto truck 3/4 Ton Chevrolet	43								

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work
A Repairing damage to
B
C Signal lines, caused
D
E By Contractor -
F

* Note: Also report locomotive and automobile miles.

Supplemental Report No 3
to Daily No, 3 - May 13/52 and Weekly No. 3 of May 17 - 1952

Correct O. D. Young Engr Inspector
Title-S. P. Co.

Approved G. L.
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 7
SUPPLEMENT No. 2

Week Ending June 14, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(d) Repair Wire Lines Damaged by Contractor					
2	Operation S.P.Truck,Dist.Linemen	Miles	65	0.05		3.25
3	Total (d) Repair Wire Lines and					
4	Total Weekly Report Summary No. 7, Supplement No. 2					3.25

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEE REPORT OF LABOR AND MATERIAL USED

Pro. Divide-Anlauf Hyw Constr. Location Siskiyou Line M.P 621 & 615 Audit No. 88911

Gang Telegraph Report No. 4 (Report No. 4 Daily) [redacted]k Ending June 14, 1952 (June 16, 1952)

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F		Hours	Rate	Amount

Supplemental Report No 4
to Cover Auto truck Mileage
for June 11, 1952

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
	Miles								
J. Hovey's Auto truck 3/4 ton Chevrolet	65								

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work
A Repairing wires damage
B By state Contractor
C
D
E
F

te: Also report locomotive and automobile miles.

plemental Report No 4 to
No 4 of June 11, 52 and to Weekly No 4 of June 14/52

Correct O. A. Hovey Eng-Inspector
Title S. P. Co.

Approved G. F. Weber
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 14, Supplement No. 2 Week Ending July 26, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(d) Repair Wire Lines Damaged by Contractor					
2	Operation S.P. Truck, Dist. Lineman	Miles	69	0.05		3.45
3	Total (d) Repair Wire Lines and					
4	Total Weekly Report Summary No. 14, Supplement No. 2					3.45

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEE REPORT OF LABOR AND ERIAL USED

Proj Divide-Anlauf Hgwy Constr Location Siskiyou Line M.P. 621.6 615 Auth G.O. No. B5911

Report No 5 Daily - July 21 - 1952

Gang Telegraph Report No. 5 ~~Daily or~~ Week Ending July 26 1952

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount

Supplamental Report No, 5
to cover Auto truck Mileage
for July 21, 1952

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
	Miles								
J Harvey's Auto truck 3/4 ton Chevrolet	69								

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Repairing wire damaged
B By state Contractor
C
D
E
F

* Note: Also report locomotive and automobile miles.

Supplamental Report to Daily NO 5, of 7/21/52 and weekly No 5 of 7/26/52

Correct O.A. Young Engt Inspector
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 1
SUPPLEMENT No. 2

Week Ending May 3, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	(d) Repair Wire Lines Damaged by Contractor					
2	Operation S.P.Auto Truck,Dist.Lineman	Miles	43	0.05		2.15
3	Total (d) Repair Wire Lines and					
4	Total Weekly Report Summary No. 1, Supplement No. 2					2.15

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 2
SUPPLEMENT No. 2

Week Ending May 10, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	(d) Repair Wire Lines Damaged by Contractor			$	$	$
2	Operation S.F. Truck, Dist.Linemen	Miles	43	0.05		2.15
3	Total (d) Repair Wire Lines and					
4	Total Weekly Report Summary No. 2, Supplement No. 2					2.15

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 3,
SUPPLEMENT No. 2

Week Ending May 17, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(d) Repair Wire Lines Damaged by Contractor					
2	Operation of S.P. Truck, Dist.Lineman	Miles	43	0.05		2.15
3	Total (d) Repair Wire Lines and					
4	Total Weekly Report Summary No. 3, Supplement No. 2					2.15

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 7
SUPPLEMENT No. 2

Week Ending June 14, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(d) Repair Wire Lines Damaged by Contractor					
2	Operation S.P.Truck,Dist.Lineman	Miles	65	0.05		3.25
3	Total (d) Repair Wire Lines and					
4	Total Weekly Report Summary No. 7, Supplement No. 2					3.25

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Construction of Highway Between Anlauf and Divide, Oregon
In Accordance with Agreement Audit No. 88911, dated May 27, 1952
Between the State of Oregon State Highway Commission and
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 14, Supplement No. 2   Week Ending July 26, 1952

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$	$
1	(d) Repair Wire Lines Damaged by Contractor					
2	Operation S.P. Truck, Dist. Lineman	Miles	69	0.05		3.45
3	Total (d) Repair Wire Lines and					
4	Total Weekly Report Summary No.14, Supplement No. 2					3.45

FORM E-30X 25M 4-52 56606

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Roseburg, Oregon
March 13, 1953

SUBJECT:

To:

H. G. Smith
Construction Engineer

Dear Sir:

Herewith, approved copies of bills from the Douglas Electric Cooperative for relocating their lines at Comstock and at Landwing Crossing on the Divide-Anlauf Section of the Pacific Highway.

I recommend approval.

To Auditor 3/24/53

Very truly yours,

TOM EDWARDS
Division Engineer

TE:ao
Encl.

RECEIVED
MAR 1 6 [illegible]
OFFICE OF
CONSTRUCTION ENGINEER

Douglas Electric Cooperative
INCORPORATED
P. O. Box 911
ROSEBURG, OREGON

March 6, 1953

To: State Highway Commission
Roseburg, Oregon

We submit herewith billing for cost of relocating our power lines necessitated by relocation of the Pacific Highway at Landwing Crossing.

Construction - Material	$146.48	
Construction - Labor	335.38	
Construction - Overhead	165.58	
Removal - Labor	- - -	
Removal - Overhead	- - -	
		$647.44
Less - Material Salvaged		37.54
		$609.90

O.K. 3-11 1953
R. G. L. Blaker
CKED FOR DUPLICATION
Division
10-1046 | 285

SFO 6/20/52

Landwing Crossing
Relocation

ITEM	Quantity	Unit Price	Amount
Anchor, expanding	3	2.31	6.93
Rod, anchor	5	1.92	9.60
Guy Attachment	5	.26	1.30
Bolt, machine	8	.32	2.56
Washer, 2"	37	.06	2.22
Clamp, 3-bolt	12	.83	9.96
Clamp, 1-bolt	5	.33	1.65
Wire, 3/8" guy	503'	.05	25.15
Bolt, thimble eye	2	.33	.66
X-arm, 8'	6	3.67	22.02
Brace, x-arm	12	.52	6.24
Bolt, carriage	12	.06	.72
Screw, lag	6	.10	.60
Clamp, 1-bolt	14	.33	4.62
Bolt, double arming	6	.52	3.12
Nut, eye	6	.37	2.22
Clamp, pri. dead end	6	2.27	13.62
Clamp, hot line	2	.97	1.94
Pin, x-arm	4	.79	3.16
Insulator, pin type	4	.45	1.80
Conductor, #4 S.D. Cu.	31#	.20	6.20
Bolt, 10"	1	.33	.33
Bolt, machine	3	.32	.96
Washer, 2"	7	.06	.42
Bolt, 18" d.a.	1	.52	.52
Clamp, al.-al.	2	.33	.66
Sleeve, #4 al.	4	.12	.48
Conductor, #4 S.D.	5#	.20	1.00
X-arm, 8'	2	3.67	7.34
Anchor, log	2	3.92	7.84
Washer, 4"	2	.32	.64
TOTAL MATERIAL USED..			146.48

Material Salvage

Pole, 40-6	1	20.58	20.58
Pole, 35-7	1	16.96	16.96
TOTAL MATERIAL SALVAGED..			37.54

COPY

LAN WING CROSSING
Relocation

	Month	Date	Hours	Rate	Amount
Supervision					
Survey Engineer	June 1952	25	5	404982	20.25
Survey Engineer	June 1952	19	5	223864	11.19
Chainman	June 1952	24	4	223864	8.95
Line Crew Foreman	June 1952	24	4	1.68	6.72
Line Foreman	June 1952	25	*1	2.44	3.66
Line Foreman	June 1952	24	7	2.48	17.36
Line Foreman	June 1952	25	5	2.48	12.40
Lineman	June 1952	26	4 *½	2.48	11.78
Lineman	June 1952	24	7	2.34	16.38
Lineman	June 1952	25	5	2.34	11.70
Lineman	June 1952	26	4 *½	2.34	11.12
Lineman	June 1952	24	7	2.34	16.38
Lineman	June 1952	25	5	2.34	11.70
Lineman	June 1952	26	4 *½	2.34	11.12
Apprentice Lineman	June 1952	25	*1	2.34	3.51
Apprentice Lineman	June 1952	25	*1	1.85	2.78
Apprentice Lineman	June 1952	24	7	2.28	15.96
Apprentice Lineman	June 1952	25	5	2.28	11.40
Groundman	June 1952	26	4 *½	2.28	10.83
Groundman	June 1952	24	7	1.78	12.46
Groundman	June 1952	25	5	1.78	8.90
Groundman	June 1952	26	4 *½	1.78	8.46
Groundman	June 1952	24	4	1.78	7.12
Groundman	June 1952	25	5	1.78	8.90
Truck Driver	June 1952	26	4 *½	1.78	8.46
Truck Driver	June 1952	25	*1	1.93	2.90
Truck Driver	June 1952	24	7	1.78	12.46
Truck Driver	June 1952	25	5	1.78	8.90
Truck Driver	June 1952	26	4 *½	1.78	8.46
Truck Driver	June 1952	24	7	1.98	13.86
Truck Driver	June 1952	25	5	1.98	9.90
Direct Labor	June 1952	26	4 *½	1.98	9.41
Overhead					335.38
TOTAL LABOR & OVERHEAD					165.58
					500.96

* Indicates pay at 1½ times the regular rate

COPY

Douglas Electric Cooperative
INCORPORATED
P. O. Box 911
ROSEBURG, OREGON

March 6 1953

To: State Highway Commission
Roseburg, Oregon

We submit herewith billing for cost of relocating our power lines necessitated by relocation of the Pacific Highway at Southern Pacific Co. crossing at Comstock.

Construction - Material	$123.75	
Construction - Labor	91.47	
Construction - Overhead	61.05	
		$276.27

.K. 3-11 1953
RES. ENGR. G. F. Wecker
CAREFULLY CHECKED FOR DUPLICATION
APPROVED DIVISION ENGINEER
10-1046 | 285
5F06 | 20/52

Southern Pacific Co.
Relocation-Comstock

ITEM	Quantity	Unit Price	Amount
Pole, 45-5	1	29.68	29.68
X-arm, 8'	4	3.67	14.68
Brace, x-arm	8	.51	4.08
Bolt, carriage	8	.07	.56
Screw, lag	4	.10	.40
Insulator, 6"suspension	8	2.00	16.00
Clamp, pri. dead end	4	2.27	9.08
Nut, eye	4	.37	1.48
Bolt, double arming	4	.51	2.04
Bolt, machine	4	.32	1.28
Washer, 2"	24	.06	1.44
Clamp, hot-line	4	1.05	4.20
Clamp, one-bolt	4	.34	1.36
Rod, ground	1	2.18	2.18
Clamp, ground rod	1	.37	.37
Staples	½#	.26	.13
Conductor, #4 S.B. Cu.	14#	.22	3.08
Guy attachment	1	.25	.25
Clamp, 3-bolt	2	.82	1.64
Clamp, 1-bolt	1	.34	.34
Conductor, #4-6/1 A.C.S.R.	14#	.28	13.44
Rod, anchor	1	1.92	1.92
Anchor, log	1	3.93	3.93
Washer, 4"	1	.32	.32
Wire, 3/8" guy	85'	.05	4.25
Rack, 2-wire	1	.89	.89
Spool, 2"	2	.14	.28
Conductor, #6 weatherproof	18#	.35	6.30
Pin, x-arm	1	.79	.79
Insulator, 7200 V.	1	.47	.47
Clamp, al.-al.	2	.34	.68
Clamp, cu.-al.	1	.34	.34
Clamp, hot-line	1	1.05	1.05
Bolt, 12"	2	.32	.64
Bolt, 10"	2	.32	.64
Washer, 2"	2	.06	.12
Clamps, 3-bolt	2	.82	1.64
Staples	1#	.26	.26
Material Charged Out..			132.23
Returned to stock			
Rod, ground	1	2.18	2.18
Conductor, #6 weatherproof	18#	.35	6.30
TOTAL MATERIAL USED..			123.75

COPY

SOUTh. PACIFIC - COMSTOCK

	Month	Date	Hours	Rate	Amount
Supervision	April 1952	16	2	2775	5.55
Line Crew Foreman	April 1952	15	1	2.48	2.48
Line Crew Foreman	April 1952	16	3	2.48	7.44
Line Crew Foreman	April 1952	15	2	2.44	4.88
Lineman	April 1952	15	2	2.23	4.46
Lineman	April 1952	15	1	2.23	2.23
Lineman	April 1952	16	3	2.23	6.69
Lineman	April 1952	15	1	2.34	2.34
Lineman	April 1952	16	3	2.34	7.02
Apprentice Lineman	April 1952	15	1	2.03	2.03
Apprentice Lineman	April 1952	16	3	2.03	6.09
Groundman	April 1952	15	1	1.78	1.78
Groundman	April 1952	16	3	1.78	5.34
Groundman	April 1952	15	1	1.78	1.78
Grundman	April 1952	16	3	1.78	5.34
Groundman	April 1952	15	2	1.78	3.56
Groundman	April 1952	16	3	1.78	5.34
Truck Driver	April 1952	15	1	1.98	1.98
Truck Driver	April 1952	16	3	1.98	5.94
Truck Driver	April 1952	15	2	1.93	3.86
Truck Driver	April 1952	16	3	1.78	5.34
Direct Labor					91.47
Overhead					61.05
TOTAL LABOR & OVERHEAD					152.52

COPY

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640

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 30, 1958

SUBJECT: Claim for Timber Cut
Rattlesnake Butte Quarry
Bureau of Land Management

To:

Leonard I. Lindas
Chief Counsel

On October 23, the Commission approved payment in amount of $268.40 to the U. S. Department of the Interior, Bureau of Land Management, Eugene office, representing the value of some timber that had been inadvertently cut at subject quarry during the latter part of 1951.

Attached hereto is our complete file on this subject for your use in preparing releases for execution by the Bureau of Land Management.

When received kindly forward the signed releases to this office to my attention and I will prepare invoices for the Accounting Division covering this payment.

John A. Phillips
John A. Phillips
Assistant Office Engineer

JAP:jre
Encl.

cc: P. M. Stephenson ✓
H. B. Glaisyer

NOTED
P. M. STEPHENSON

RECEIVED
OCT 30 1958
OFFICE OF
STATE HIGHWAY ENGINEER

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October 28, 1958

Mr. Lester C. Dunn
District Manager
U.S. Department of the Interior
Bureau of Land Management
P. O. Box 392
Eugene, Oregon

Dear Mr. Dunn:

Reference is made to correspondence between your office and the State Highway Department relative to the cutting of some trees adjacent to the Divide-Anlauf Section of the Pacific Highway.

Your most recent letter on the subject, dated August 26, 1958, in which you appraise the value of the timber at $268.40 was brought to the attention of the State Highway Commission at its meeting on October 23, 1958. The Engineer explained that the cutting of the trees was caused by a misunderstanding by both the State's contractor and the Engineer representing the Highway Department relative to the location of the property boundary lines, and he recommended that the claim be paid. You will be pleased to know that the Commission adopted the recommendation. The voucher covering the payment will be processed as rapidly as possible and the warrant issued.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: I. A. DeFrance

RECEIVED
OCT 6 1958
FOR FILING

October 3, 1958

Bureau of Land Mgmt.

Oregon State Highway Commission

Gentlemen:

On February 18, 1954, a contract was awarded for the grading and paving of the Divide-Anlauf Section of the Pacific Highway.

During the progress of the work it was necessary to open a quarry. During the clearing necessary at the quarry site the contractor cut 12 - 14 fir trees outside the boundary of the land we own. These trees were on land controlled by the Bureau of Land Management. The cutting of these trees was caused by a misunderstanding by both the contractor and the State's Engineer as to the location of the property boundary lines.

The Bureau of Land Management now has presented a claim for $268.40 for the value of the timber cut on its land. This amount has been checked as a reasonable figure by our representative.

As the timber outside our property boundary was cut as a result of a misunderstanding, it is recommended that the State reimburse the Bureau of Land Management for the amount of its claim.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. P. M. Stephenson
Mr. C. H. Maison

PMS:er fn

FORM E-90 80M 8-57—8582

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 17, 1958

To:

SUBJECT: Cut Timber on Rattlesnake Butte Quarry

Mr. F. M. Stephenson
Assistant State Highway Engineer

Attached hereto is a copy of a letter from J. E. Burt, Jr., Acting District Manager for the Bureau of Land Management at Eugene, in which he states that the appraised value of timber we cut without authority on a site we hold by permit amounts to $398.85.

A later letter from the Bureau of Land Management, Eugene Office, states that an error was made in computing the value of the timber and that the correct amount should be $268.40. In a letter dated August 28, 1958, to Mr. Fred Klaboe, Assistant Division Engineer, by George Sothman, District Maintenance Superintendent, Mr. Sothman recommends that this bill in amount of $268.40 be paid. This recommendation is concured in by Mr. Klaboe and this office.

We assume that this bill should be presented to the Commission for approval, following which releases should be prepared by the Legal Division for execution by the Bureau of Land Management. After receipt of the signed releases the bill could then be placed in line for payment.

You approval is respectfully requested.

John A. Phillips
John A. Phillips
Assistant Office Engineer

JAP:jre
Encl.

cc: F. D. Morgan
George Sothman

RECEIVED
SEP 17 1958
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30X—97,500—8-56—96688

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
August 29, 1958

To:
I. A. DeFrance
Maintenance Engineer

SUBJECT: Cut timber on Rattlesnake Butte Quarry

Enclosed find the following listed correspondence concerning a claim by the U. S. Department of Interior Bureau of Land Management that we cut timber as itemized below from land under the control of the Department of Interior.

1. Copy of Mr. Burt's letter of August 14, 1958.
2. Copy of Mr. George Sothman's letter of August 15, 1958 sent to me.
3. Copy of Mr. Sothman's letter to me dated August 28, 1958.
4. Copy of revised bill signed by Mr. Lester C. Dunn of the Department of Interior dated August 26, 1958.

The area in question has been inspected by Mr. G. L. Decker and Mr. Sothman. They report that the State fell 12 to 14 trees in a area under control of the U. S. Department of Interior and that under the terms of our agreement with the Bureau we are liable for the value of said trees.

The bill for damages in the amount of $268.40, herewith attached, is in our estimation a just bill and should be paid to the Bureau of Land Management.

F. B. Klaboe
Ass't Division Engineer

sc
Enc.

FORM [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
August [illegible], 1958

To:

SUBJECT:

Cut timber on
Rattlesnake Quarry

Mr. Fred Klaboe
Assistant Division Engineer

Attached hereto is letter from Mr. J.E. Burt Jr., Dist. Manager for the U.S. Bureau of Land Management of Eugene, dated Autust 14th which includes a bill in the amount of $593.85 for timber cut on Rattlesnake Quarry site by State Contractor, together with my letter of August 15th addressed to you, which you returned to me for explanation from the Bureau of Land Management why the bill presented was nearly twice the amount of Mr. Rymer's estimate of May 26th, 1958.

I wrote Mr. J.E. Burt, Jr. on August 21st regarding the discrepancies in the amount of his bill and Mr. Rymer's estimate. A copy of this letter was sent to Mr. Morgan. I am attaching a reply to my letter to Mr. Burt from Lester C. Dunn, District Manager, which explains the discrepencies of original bill and Rymer's estimate and include a revised bill in the amount of $268.40.

I recommend the revised bill in the amount of $268.40 be paid.

George Sothman
Dist. Maint. Supt.

GS:fb
enc

IN REPLY REFER TO:
F:D00-LCD

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Mr. George Sothman
District Maintenance Supt.
Oregon State Highway Department
Roseburg, Oregon

Dear Sir:

Reference is made to your letter of August 21, 1958, concerning the billing for certain timber located on a material site permit in the NW1/4NE1/4, Section 23, T. 21 S., R. 4 W.

In checking the file, we learned that a mistake had been made in advising you the amount due was $398.85. We had used our present day values and costs in determining that appraised price, instead of using the values and costs in effect during the latter part of 1951 at the time the timber was cut.

The revised appraisal for this timber using the correct procedure is as follows:

Species	Volume	Unit Price	Value
Douglas-fir	12 M bd.ft.	$21.20	$254.40
Incense Cedar	2 M bd.ft.	7.00	14.00
	14 M bd.ft.		$268.40

Please submit check to this office in the amount of $268.40 made payable to the Bureau of Land Management.

Any inconvenience we may have caused is sincerely regretted.

Very truly yours,

Lester C. Dunn

Lester C. Dunn,
District Manager

cc: F. D. Morgan

Received
AUG 15 1958

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
August 15, 1958

SUBJECT: Cut Timber on Rattlesnake Quarry

To: Mr. Fred Klaboe
Asst. Div. Eng.

In reply to a letter addressed to Mr. Morgan by J.E. Burt Jr., District Manager of Bureau of Land Management of Eugene.

On May 26, 1958, Gill Decker and myself met with Mr. Rymer and Mr. Smith of the Bureau of Land Management at the Rattlesnake Quarry.

Mr. Rymer showed us the line he had run and the corner from which he started the line. Mr. Decker was the Resident Engineer on this job during construction, and from his memory the boundary line described by Mr. Rymer coincided.

It was very apparent that trees had been felled around the southerly side of the Quarry. This apparently was done while the Contractor was working the Quarry. As I now recall, Mr. Rymer and Mr. Smith said there were 12 to 14 trees that had been felled, and they determined the scale from logs and stumps as some of the trees had been felled into the quarry and pushed over spoil bank.

Mr. Rymer couldn't advise us at that time of the exact value of the timber. He did say that he would have to check back to determine the appraisel value of the timber in 1951, I believe, or the year the contractor worked this Quarry; and we would not be charged double stumpage for cutting this timber. At that time, Mr. Rymer said roughly it would amount to around $200.00. The bill received from District Manager is nearly double Mr. Rymer's estimated cost. The unit price of $29.05 appears high to me, and I'm wondering if this is not the double stumpage price.

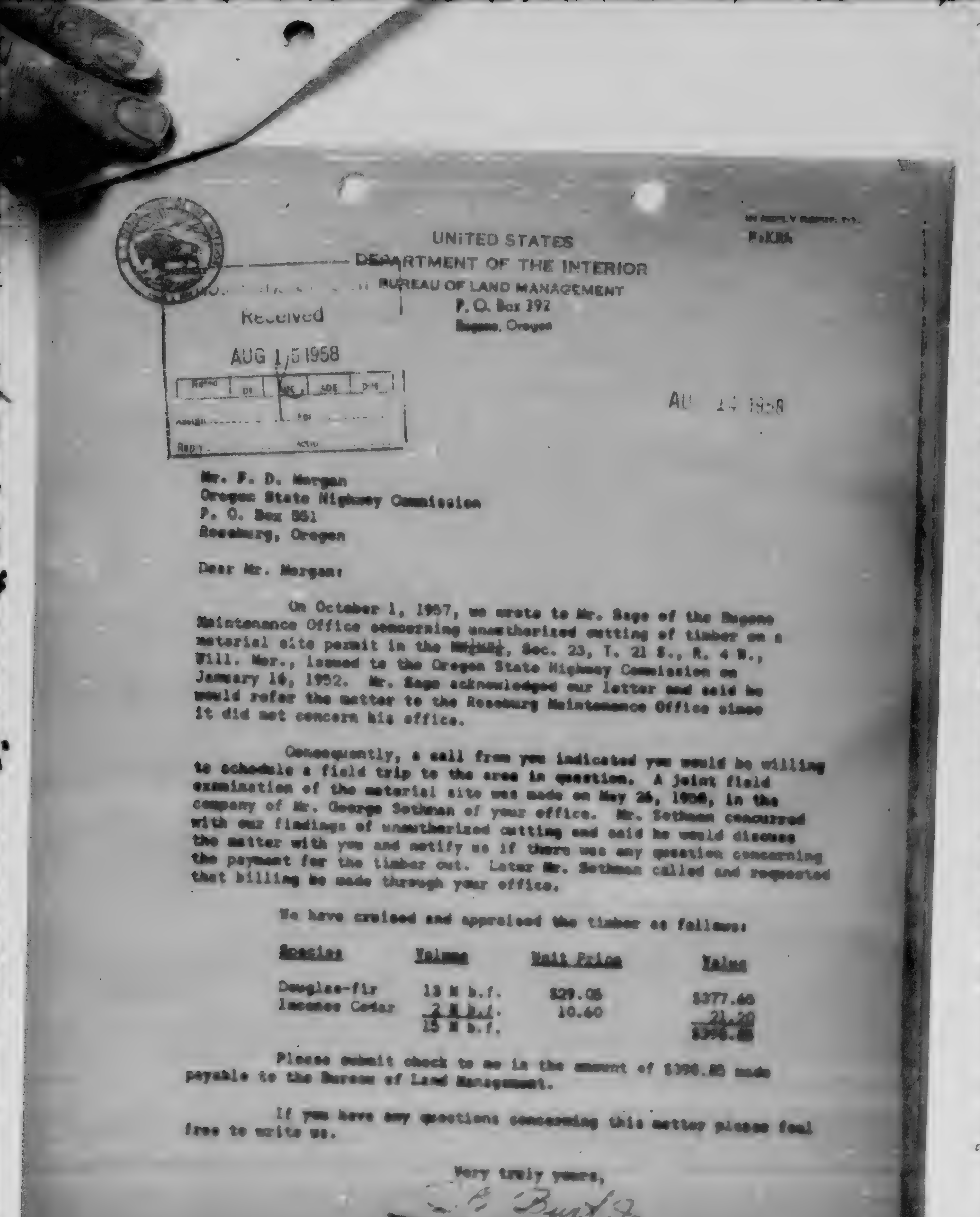
Mr. Decker did not remember the Contractor falling these trees, and was unaware of the clause in the Agreement with the Bureau on trees on the Quarry site.

Mr. Decker first suggested that the State re-run the Quarry boundaries. I couldn't see any percentage in spending a couple hundred dollars re-running the boundaries and still having to pay for the timber, as his rememberance of the south boundary was very close to where Mr. Rymer had established the line. I suggested that the Bureau of Land Management submit a bill for the trees and that I report this to Mr. Morgan, and if that met with Mr. Morgan's approval, I would notify Mr. Rymer at Eugene by phone later on in the day. Mr. Morgan concurred with my suggestion, and I called Mr. Rymer and informed him to submit the bill as we had mentioned earlier in the day.

The only think I can't understand is that their bill is nearly twice that of Rymer's estimate, and I'm wondering if they are not charging us with the penaltity of double stumpage.

Geo. Sethman
George Sethman
Dist. Maint. Supt.

Roseburg Division
Received
AUG 1 5 1958
Assign Kuhnac For



IN REPLY REFER TO:
[illegible]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
P. O. Box 392
Eugene, Oregon

Received
AUG 15 1958

AUG 14 1958

Mr. F. D. Morgan
Oregon State Highway Commission
P. O. Box 551
Roseburg, Oregon

Dear Mr. Morgan:

On October 1, 1957, we wrote to Mr. Sage of the Eugene Maintenance Office concerning unauthorized cutting of timber on a material site permit in the [illegible], Sec. 23, T. 21 S., R. 4 W., Will. Mer., issued to the Oregon State Highway Commission on January 16, 1952. Mr. Sage acknowledged our letter and said he would refer the matter to the Roseburg Maintenance Office since it did not concern his office.

Consequently, a call from you indicated you would be willing to schedule a field trip to the area in question. A joint field examination of the material site was made on May 26, 1958, in the company of Mr. George Sothman of your office. Mr. Sothman concurred with our findings of unauthorized cutting and said he would discuss the matter with you and notify us if there was any question concerning the payment for the timber cut. Later Mr. Sothman called and requested that billing be made through your office.

We have cruised and appraised the timber as follows:

Species	Volume	Unit Price	Value
Douglas-fir	13 M b.f.	$29.05	$377.65
Incense Cedar	2 M b.f.	10.60	21.20
	15 M b.f.		$398.85

Please submit check to me in the amount of $398.85 made payable to the Bureau of Land Management.

If you have any questions concerning this matter please feel free to write us.

Very truly yours,

Burt, Jr.
Acting District Manager

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SEP 16 1955
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[illegible]

2-1

September 13, 1955

Mr. C. C. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are sending under separate cover three copies of a final voucher for the Divide-Anlauf Unit, Divide-Rice Hill Section, Project No. FI-1-9(9), in the amount of $1,118,549.00.

This voucher is being submitted for reimbursement as sufficient bond maturity payments have now been made by the State to cover its cost, in addition to bond financed project vouchers submitted to you for reimbursement, previously.

Reimbursement for Project No. FI-1-9(9) is being requested from Federal-aid Interstate funds.

No previous reimbursement has been made or requested for this project.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

JA:bb

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COPY

5518

December 7, 1954

Southern Pacific Company
65 Market Street
San Francisco 5, California

Attention: Mr. Geo. Nelson
Auditor of Miscellaneous Accounts

Gentlemen:

This is in answer to your inquiries of November 16 concerning balances due on your work under Agreement Audit No. 88911 (Divide-Anlauf Section) and Agreement Audit No. 89859 (Anlauf Grade Separation Structure). We are preparing and handing to our auditor this date an estimate that will release the retained percentages due your company on both of these jobs.

Warrants covering these estimates should be in your hands within the next 30 days.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

CAG:aa

cc G. S. Paxson
C. H. Maison

es-k

Southern Pacific Company

S-260

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

R. V. COLE
AUDITOR OF DISBURSEMENTS
C. H. FLEMER
AUDITOR OF EQUIPMENT SERVICE ACCOUNTS
E. M. JOHNSON
AUDITOR OF PAY ROLL ACCOUNTS
H. J. KIHN
AUDITOR OF FREIGHT ACCOUNTS

F. J. KENDALL
GENERAL AUDITOR
U. E. NORDEEN
H. C. McCLEER
C. S. MACKENZIE
ASST. GENERAL AUDITORS

GEO. NELSON
AUDITOR OF MISCELLANEOUS ACCOUNTS
S. S. WEMETT
AUDITOR OF CAPITAL EXPENDITURES
W. W. WILLSON
AUDITOR OF PASSENGER ACCOUNTS

REFERRED TO
C. H. MAISON, Auditor

IN REPLY PLEASE REFER TO
EB 220-113-State of Oregon (Anlauf and Divide)

State of Oregon
Highway Commission
Salem, Oregon

Gentlemen:

We have outstanding in our accounts amount of $238.75 which represents 10% balance due on bills collectible, as detailed in attached statement, rendered against you under terms of agreement audit No. 88911 in connection with the construction of highway between Anlauf and Divide, Oregon.

As bill collectible No. 429949 was the final bill rendered on this project, will you please advise when we may expect your remittance in amount of $238.75 to be forwarded to Southern Pacific Co., c/o Treasury Department, 65 Market St., San Francisco 5, California.

Yours truly,

GEO. NELSON

By

SOUTHERN PACIFIC COMPANY

Statement of account due from State of Oregon (Anlauf and Divide)

Bill #	Month	Description		10% due
425857	Nov. 52	For cost of labor and material furnished in connection with highway construction between Anlauf and Divide, Oregon per provisions of agreement # 88911		39 71
426339	Jan. 53		"	24 71
426341	Jan. 53		"	19 68
426343	Jan. 53		"	20 66
426345	Jan. 53		"	16 58
426421	Jan. 53		"	19 80
428192	Feb. 53		"	47 29
427161	May 53		"	36 84
429949	May 54	Final bill	"	13 48
			Total	238 75

SOUTHERN PACIFIC COMPANY

Statement of account due from State of Oregon (Anlauf and Divide)

Bill #	Month	Description		10% due
425857	Nov. 52	For cost of labor and material furnished in connection with highway construction between Anlauf and Divide, Oregon per provisions of agreement # 88911		39 71
426339	Jan. 53		"	24 71
426341	Jan. 53		"	19 68
426343	Jan. 53		"	20 66
426345	Jan. 53		"	16 58
426421	Jan. 53		"	19 80
428192	Feb. 53		"	47 29
427161	May 53		"	36 84
429949	May 54	Final bill	"	13 48
			Total	238 75

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NOTED

February 15th, 1954

FINAL COST ANALYSIS
Grading and Paving

Divide-Anlauf Section
Contract #3640

Pacific Highway
Prefix 10-1046-201(41)

F. H. Slate, Oreg. Ltd. & E. C. Hall, Contractors
G. L. Decker, Resident Engineer

Item	Unit	Quantity	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing	All	All			$ 61,978.61	$ 77,000.00
Removal of Drainage Structure	All	All	3,902.29	4,500.00	3,902.29	4,500.00
Struct. Excav., Unclass.	Cu. Yd.	3,159.1	2.75	3.00	8,704.14	9,477.30
Trench Excavation, Unclass.	" "	243.4	1.18	2.00	287.95	486.80
General Excavation, Unclass.	" "	1,199,700	0.465	0.48	555,927.40	575,856.00
Short Overhaul	Yd. Sta.	2,985,934.7	0.02	0.02	59,718.69	59,718.69
Long Overhaul	C-Yd. Sta.	52,683.3	0.50	0.50	26,291.65	26,291.65
Finish R/B & Slopes	Mile	5.63	981.67	1,000.00	5,526.79	5,630.00
Rounding Cutbanks	Lin. Ft.	21,841.04	0.13	0.20	2,892.07	4,368.21
6" Perf. Metal Drain Pipe	" "	632	1.62	2.00	1,106.57	1,264.00
18" Corr. Metal Pipe	" "	188	3.77	4.00	710.44	752.00
24" " " "	" "	42	5.61	6.00	235.63	252.00
18" Concrete Pipe	" "	2,640	3.14	3.50	8,185.31	9,240.00
24" " "	" "	1,074	4.45	4.60	4,779.30	4,940.00
24" Extra Strength Concrete Pipe	" "	148	5.22	5.30	773.64	784.40
30" Concrete Pipe	" "	388	6.05	7.00	2,347.16	2,716.00
36" " "	" "	148	8.58	9.50	1,270.48	1,406.00
Install 72" Extra Str. Metal Pipe, Prot. Invert	" "	170	6.79	6.00	1,154.47	1,020.00
Install 84" Corr. Metal Pipe 8 Ga. Prot. Invert	" "	188	7.34	6.50	1,380.89	1,222.00
Install 96" Sec. Plate Culvert, 8 Ga.	" "	482	11.38	10.00	5,485.96	4,820.00

Item	Unit	Quantity	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Install 102" Sec. Plate Culvert, 8 Ga.	Lin. Ft.	162	$14.75	$13.00	$ 2,389.66	$ 2,106.00
Install 138" Sec. Plate Culvert, 7 Ga.	" "	40	18.08	16.00	723.00	640.00
Install 138" Sec. Plate Culvert, 5 Ga.	" "	522	16.93	16.00	8,839.71	8,352.00
3/8"-0" Backfill in Drains	Cu. Yd.	72	4.39	6.00	316.00	432.00
**Class "A" Concrete	" "	231	55.74	60.00	12,877.17	13,860.00
**Metal Reinforcement	Lb.	37,012	0.109	0.12	3,990.08	4,441.44
**Concrete Manholes	Each	4	102.12	200.00	415.71	800.00
**Concrete Catch Basins	"	1	49.70	150.00	50.51	150.00
Metal Guard Rail	Lin. Ft.	1,445.5	4.07	3.50	5,569.72	5,059.25
Concrete Sight Posts	Each	265	15.84	10.00	3,982.12	2,650.00
3"-0" Mat'l. in Base	Cu. Yd.	150,362	1.955	2.30	293,976.36	345,832.60
3/4"-0" Mat'l. in Base and Shoulders	" "	29,584	2.02	2.40	59,759.68	71,001.60
Sprinkling	M/Gal.	7,364.32	1.02	2.00	7,549.14	14,728.64
*Preparation of Base	Mile	5.63	374.23	200.00	2,106.96	1,126.00
*3/4"-0" Mat'l. in Binder Course	Cu. Yd.	1,785	2.95	3.75	5,269.77	6,693.75
*Furn. & Place RC-3 Asphalt in Binder Course	Ton	220.65	38.91	45.00	8,586.75	9,929.25
*Class "B" Asphaltic Concrete	"	33,871.415	5.86	6.00	198,523.88	203,228.49
*Asphaltic Concrete Traffic Markers	Lin. Ft.	400	0.46	1.00	183.19	400.00
**PA #1, Piling in Place	Each	12	81.48	88.00	977.74	1,056.00
**PA #1, Untreated Timber Incl. Hardware	M-FBM	6.481	239.37	258.50	1,551.31	1,675.34
PA #2, General Excav.	Cu. Yd.	7,990.7	0.465	0.90	3,702.80	7,191.63
PA #2, General Excav.	" "	6,922.5	0.465	0.75	3,207.80	5,191.88
PA #2, 12" Concrete Pipe	L.F.	117	1.56	2.25	183.20	263.25

Item	Unit	Quantity	Unit Cost	Unit Bid	Total Cost	Gross Revenue
PA #2, 3"-0" Mat'l. in Base	Cu. Yd.	450	$1.955	$2.30	$ 879.77	$ 1,035.00
PA #2, Clearing & Grubbing	Acre	2.474	Cost Incl. in Clearing	800.00		1,979.20
PA #2, Struct. Excav.	Cu. Yd.	15.4	2.75	3.00	42.43	46.20
PA #3, Sacked Cement in Riprap	" "	137	45.50	27.50	6,232.32	3,767.50
PA #4, Load & Shoot Drill Holes	Each	13	75.57	89.937	982.44	1,169.18
PA #5, Gen'l. Excav.	Cu. Yd.	13,273.3	0.665	0.90	8,826.74	11,945.97
PA #5, Short Overhaul	Yd. Sta.	22,150.8	0.02	0.02	443.02	443.02
PA #5, Long Overhaul	C-Yd. Sta.	403.4	0.50	0.50	201.70	201.70
PA #5, Finish R/B & Slopes	Mile	.17	981.67	1,000.00	166.88	170.00
PA #5, Rounding Cut-banks	Lin. Ft.	300	0.13	0.20	39.72	60.00
PA #5, 3"-0" Mat'l. in Base	Cu. Yd.	4,114	1.955	2.30	8,043.10	9,462.20
PA #5, 3/4"-0" Mat'l. in Base & Shldrs.	" "	903	2.02	2.40	1,824.06	2,167.20
*PA #5, Class "B" Asphaltic Concrete	Ton	1,934.755	5.86	6.00	11,339.17	11,608.53
*PA #6, Asph. Conc. Traffic Markers	Lin. Ft.	5,663.72	0.46	1.00	2,593.76	5,663.72
PA #7, 3/4"-0" Mat'l. in Stockpile	Cu. Yd.	1,000	1.15	1.50	1,150.00	1,500.00
Cement Adjustment in Favor of State	Bbl.	39.7		4.48		- 177.86
Force Account					13,640.73	15,205.06
(Carried Forward)					$1,433,797.54	$1,564,801.19

Item	Unit	Quantity	Unit Cost	Unit Bid	Total Cost	Gross Revenue
(Brought Forward)					$1,433,797.54	$1,564,801.19
Crushed Rock Stockpiled at Plant:						
Sold to Babler Bros.	Cu. Yd.	38,944	$1.15	$1.50	44,785.60	58,416.00
Sold to Compton	" "	30,430	1.15	1.53	34,994.50	46,565.82
Total					$1,513,577.64	$1,669,783.01

* Work done all or in part by Victor Johnson.
** Work done all or in part by J. C. Compton.

	Gross Revenue	Total Cost	Profit	% Profit
Fred H. Slate Co., Oreg. Ltd. and E. C. Hall Company	$1,431,133.27	$1,284,974.16	$146,159.11	10.2%
J. C. Compton Company	238,649.74	228,603.48	10,046.26	5.6%
Total	$1,669,783.01	$1,513,577.64	$156,205.37	9.35%

Contract #3640
Detail of Cost
Fred H. Slate, Oreg. Ltd. & E. C. Hall Co.

Labor:					
Labor & Supervision				$471,890.87	
Labor Insurance				32,114.28	
					$ 504,005.15
Materials:					
6" Perf. Metal Drain Pipe, Coated	632	Lin. Ft.	at $1.05	$ 663.60	
6" Bands	32	Each	" 1.05	33.60	
18" Corr. Metal Pipe	188	Lin. Ft.	" 2.84	533.92	
18" Metal Bands	10	Each	" 4.29	42.29	
24" Corr. Metal Pipe	42	Lin. Ft.	" 4.36	183.12	
24" Metal Bands	1	Each	" 5.30	5.30	
12" Concrete Pipe	117	Lin. Ft.	" 1.19	134.55	
18" " "	2,640	" "	" 2.40	6,336.00	
24" " "	1,074	" "	" 3.35	3,597.90	
24" Extra Strength Concrete Pipe	148	" "	" 4.03	596.44	
30" Concrete Pipe	388	Lin. Ft.	" 4.74	1,839.12	
36" " "	148	" "	" 6.31	933.13	
Metal Guard Rail	1,445.5	" "	" 1.60	2,312.80	
Reinforcing Steel	37,153	Lb.	" 7.41 per 100	2,753.04	
Redimix	368	Cu. Yd.	" 15.22	5,600.48	
Rock Purchased				1,289.91	
Sacks				450.90	
Lumber				1,416.76	
Concrete Signt Posts	265	Each	" 6.00	1,590.00	
Cement				53.76	
					30,366.62
Equipment Rental, Supplies and Misc. Expense:					
Equipment Rental (Owned)				$436,131.08	
" " (Hired)				73,641.01	
Gas, Oil & Grease				53,910.33	
Cable				3,117.14	
Welding Rod				478.79	
Explosives				41,738.25	
Freight				33,608.00	
Phone				1,624.51	
Blanket Insurance				10,352.74	
Interest				424.65	
P.U.C.				96.94	
Bond				11,478.48	
Small Tools				1,213.57	
Home Office & General Overhead				52,810.62	
					720,626.11
Holm & Mosso, Subcontractor on Quarry				$ 10,555.88	
Johnson, Subcontractor on Concrete				11,735.39	
Woodard, Subcontractor on Sprinkling				7,685.01	
					29,976.28
Total Cost for Slate & Hall					$1,284,974.16

Breakdown of Crushing

Crushed Rock Produced

3"-0" Material in Base	154,926 Cu. Yds.
3/4"-0" Material in Base and Shoulders	30,487 " "
3/4"-0" Material in Binder Course	1,785 " "
Class "B" Asphaltic Concrete - 35,807 Tons	28,645 " "
3/4"-0" Material in Stockpile	1,000 " "
3"-0" Material Sold to Babler Bros.	38,944 " "
Total	255,787 Cu. Yds.

Cost of Crushed Rock

	Quantity	Cost	Cost per Cu. Yd.
Move In and Set Up Crusher	255,787 Cu. Yd.	$16,073.44	$0.06
Strip, Drill & Shoot Quarry	255,787 " "	31,141.73	0.12
Load & Haul to Crusher	255,787 " "	62,825.57	0.25
Crushing	255,787 " "	150,630.22	0.59
Haul to Road (Av. Haul 4.9 Mi.)	185,413 " "	140,652.99	0.75
Processing on Road	185,413 " "	26,415.18	0.14
Stockpiled Near Plant	70,374 " "	7,997.09	0.11
Improve Hauling Road	255,787 " "	9,676.75	0.04
Total Cost		$445,413.07	

Total Crushing Time - 1,737.5 Hours.
Total Crushed Rock Produced - 255,787 Cu. Yds.
Average Production per Hour - 147.21 Cu. Yds.

Contract #3640
Detail of Cost
J. C. Compton, Subcontractor

Labor:			
Labor & Supervision		$43,577.10	
Labor Insurance		2,909.81	
			$ 46,486.91
Materials:			
RC-3 Asphalt	220.62 Tons at $24.53	$ 5,410.93	
85/100 Asphalt	2,141.22 " " 22.00	47,112.29	
Bit. HX	165 Gal. " 0.205	33.83	
Freight on Asphalt		13,682.86	
Aggregate		46,565.82	
A.C. Mix Purchased		514.38	
			113,320.11
Equipment Rental and Miscellaneous Expenses:			
Equipment Rental (Owned)		$30,735.62	
" " (Hired)		8,719.78	
Gas, Oil and Grease		7,333.18	
Freight		1,687.80	
Gas Storage Tank (Rented)		249.79	
Fuel Oil (1,968.61 Bbls. at $3.407)		6,708.72	
Licenses		259.14	
P.U.C.		328.41	
Field Office		716.95	
Bond		1,770.88	
Insurance (Blanket)		1,255.15	
Home Office & Misc.		9,031.04	
			68,796.46
Total Cost			$228,603.48

Breakdown on Paving Costs

	Cost	Tons Produced	Cost per Ton
Move In and Set Up	$7,802.60	35,806.17	$0.217
Haul Aggregate	17,043.09	"	0.476
Feed	2,600.12	"	0.073
Plant Operation	45,152.08	"	1.261
Haul to Street	12,130.90	"	0.338
Street Work	19,825.94	"	0.554
Flag	1,956.62	"	0.055
85/100 Asphalt at $22.00 per Ton	47,112.29	"	1.316
Freight on Asphalt	12,404.88	"	0.346
Aggregate - 28,644.5 Cu. Yd. at $1.53	43,834.53	"	1.224
Total	209,863.05	35,806.17	$5.860

Total Elapsed Time - 324 Hours.

Total Down Time - 41 Hours.

Net Operating Time - 283 Hours.

Total Tons Asphaltic Concrete Produced - 35,806.17.

Average Tons Asphaltic Concrete Produced per Hour - 126.52.

Contract #3640

Remarks:

This was a "Regular Federal Aid Project" on the Pacific Highway, US #99. The northerly end being approximately 0.24 mile northerly of the Douglas-Lane County Line and approximately 6.0 miles south of Cottage Grove. The southerly end being near the Anlauf railroad station and approximately 0.4 mile northeast of the present Pacific Highway. The overall length being 5.88 miles.

The work to be done under the contract consisted of grading, rocking and paving of 5.79 miles of highway, the construction of two (2) reinforced concrete box culverts and the installing of eight (8) sectional plate culverts and additional work called for by the specifications and plans.

The project was bid on December 30th, 1951. The contract was awarded to the Fred H. Slate Co., Oreg. Ltd. and E. C. Hall Co. on February 18th, 1952. The project was completed on July 31st, 1953.

The contractor began moving in heavy grading equipment on February 4th, 1952.

The clearing started on the same day and was completed on June 21st, 1952. The clearing was accomplished by the use of three power saws, D-8 caterpillar tractors equipped with bulldozers or clearing rakes and winches, a 3/4 cu. yd. shovel with dragline attachment. The D-8 caterpillar varied in number from one to eight as was necessary for the work. The number of men on clearing fluctuated from two to thirty-five. Excellent progress was made, and a good profit was realized on this item.

The grading was started on April 6th, 1952, and completed on May 25th, 1953. The equipment used on this phase of work consisted of seventeen (17) caterpillar tractors, thirteen (13) bulldozer blades, eleven (11) scrapers, nine (9) turnapulls with scrapers, eight (8) compressors, five wagon drills, two (2) 2½ cu. yd. shovels, two (2) 3/4 cu. yd. shovels with dragline attachments, seventeen (17) 17 cu. yd. Euclids, three (3) DW-21's, two (2) motor graders and other necessary equipment.

The material encountered in the project consisted of common which was moved by the use of scrapers, rock that could be ripped and excavated with scrapers and rock that had to be drilled, shot and moved by shovels and Euclids. The rock that had to be drilled and shot was in greater quantities than was anticipated by the contractor, and only a very small profit was realized on grading.

On July 7th, 1952, the contractor started moving a two-crusher plant into the rock quarry located on Rattlesnake Butte, approximately 1.7 miles easterly of the Pacific Highway at M.P. 151.2. The quarry was drilled and shot by Holms and Mosso, and the rock broke small. Crushing was started on May 11th, 1952. The 3" - 0" material was crushed and the plant moved to Tigard, Oregon to crush for another project on June 21st, 1952. A four-crusher plant was moved in on September 14th, 1952. During this setup the contractor crushed out the 3/4"-0" material for surfacing and the asphaltic concrete and 3"-0" material and 3/4"-0" material for Babler Bros. He completed this work on January 17th, 1953. The contractor was required to move the crusher in again and crush out more material for the asphaltic concrete, as they did not have enough material crushed

Remarks (Cont'd):

for the job. This was completed on August 8th, 1953.

Due to the haul road having very heavy grades (about 20%), the contractor elected to have the rock hauled by hired trucks, augmenting them with his own trucks when necessary. The rock was spread by using two D-8 caterpillar tractors with bulldozers and processed with two #12 motor graders and two 10-ton rollers.

The items "Class "A" Concrete", "Metal Reinforcement", "Concrete Manholes", "Concrete Catch Basins" and "PA #1" were subcontracted to Victor Johnson.

The items "Preparation of Base", "3/4"-0" Material in Binder Course", "RC-3 in Binder Course", "Class "B" Asphaltic Concrete" and "Asphaltic Concrete Traffic Markers" were subcontracted to the J. C. Compton Co.

The paving contractor began moving in and setting up a new Madsen 4,000 pound per batch paving plant on April 7th, 1953. He started paving on May 19th, 1953, and completed the Paving July 18th, 1953. The paving progressed slowly at the start due to adverse weather and some trouble in getting the new paving plant properly adjusted. After a slow start and with good weather, excellent progress was made, the plant producing up to 175 tons per hour, and the average production for the job was 126.5 tons per operating hour.

E. H. Clymer
Chief Cost Analyst

By . . F. W. Sugnet

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
Jan. 12, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
BF1-[illegible] 3640	20-final	FRED H. SLATE CO OREGON LTD. & E. C. HALL CO.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
26341	R-84554	$ 16,009.14	1/8/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Oct. 31, 1953

Time Extensions: None

Completion Date: July 31, 1953

Date Accepted: Aug. 6, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 1-13-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: aaw

1-14-[illegible]

RECEIVED

FOR FILING

files

MARYLAND CASUALTY COMPANY
STEWART McDONALD, CHAIRMAN OF THE BOARD
WILLIAM T. HARPER, PRESIDENT
BALTIMORE 3

CONTRACT DEPARTMENT
NORMAN C. KEYES, MANAGER
L. S. LAMBERT, ASST. MANAGER

FEI-189 (9)

3640

January 8, 1954.

NOTED
F. QUERY

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Re: Our No. 947288
Fred H. Slate Co. Oreg. Ltd., and
E. C. Hall Co.

This will acknowledge with thanks your letter of December 28, advising of the final payment of $46,009.14 to be released to the captioned contractors under Contract No. 3640 covering the Divide-Anlauf Unit, Divide-Rice Hill Section of the Pacific Highway in Douglas and Lane Counties.

Very truly yours,

CICullom

C. I. Cullom

CIC:KBW

RECEIVED
STATE HIGHWAY COMMISSION

files

FOR FILING

MARYLAND CASUALTY COMPANY
STEWART McDONALD, CHAIRMAN OF THE BOARD
WILLIAM T. HARPER, PRESIDENT
BALTIMORE 3

[illegible]-189 (4)
CONTRACT DEPARTMENT
NORMAN C. KEYES, MANAGER
L. S. LAMBERD, ASST. MANAGER

[illegible]

January 8, 1954.

NO. D
F. QUERY

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Re: Our No. 947288
Fred H. Slate Co. Oreg. Ltd., and
E. C. Hall Co.

This will acknowledge with thanks your letter of December 28, advising of the final payment of $46,009.14 to be released to the captioned contractors under Contract No. 3640 covering the Divide-Anlauf Unit, Divide-Rice Hill Section of the Pacific Highway in Douglas and Lane Counties.

Very truly yours,

CIullom

C. I. Cullom

CIC:KBW

RECEIVED
[illegible] COMMISSION

December [illegible], 1953

Maryland Casualty Co.
Baltimore 3
Maryland

Great American Indemnity Co.
Wells-Reed Insurance
417 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3640 for work performed on the Divide-Anlauf Unit, Divide-Rice Hill Section of the Pacific Highway in Douglas and Lane Counties was completed by the contractor, Fred H. Slate Co. Oreg. Ltd. and [illegible] Hall Co., on July 31 and was formally accepted by the Highway Commission on August 6, 1953.

Final payment in the amount of $46,009.14 will be released to the contractor on or after January 7, 1954. The total contract amount is $1,564,801.19, of which amount $15,205.06 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

El

cc: Hansen & Rowland, Inc.

NOTED ON CARD

Great American Indemnity Company
New York

WELLS-REED INSURANCE • General Agents
412 FAILING BUILDING - ATWATER 7305 - PORTLAND 4, OREGON

3640

October 1, 1953

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We wish to thank you for your letter of September 28 advising of your inteht to release the semi-final payment to Fred H. Slate Co. Oreg. Ltd. & E. C. Hall Co. for the work performed under Contract No. 3640 Divide-Anlauf Unit of the Divide-Rice Hill Section of the Pacific Highway in Douglas and Lane Counties.

Very truly yours,

GREAT AMERICAN INDEMNITY COMPANY

By Fred Reed
Attorney-in-Fact

FCR/mt

[illegible]
[illegible]

RECEIVED
OCT 2 1953
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP .. 1953
FOR FILING

[illegible]

September 29, 1953

Great American Indemnity Co.
Wells-Head Insurance
412 Failing Bldg.
Portland 4, Oregon

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Fred H. Slate Co.Oreg.Ltd. & E. C. Hall Co. on contract No. 3640, covering the Divide-Anlauf Unit of the Divide-Rice Hill Section of the Pacific Highway in Douglas and Lane Counties.

This payment, in the amount of $2,909.19, will be released to the contractor on or after October 9, 1953. The retained percentage is $46,972.95.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland, Inc.

NOTED ON CARD

FORM F 30 25M 9 51 92319

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 23rd, 1953

SUBJECT:

To: Mr. Tom Edwards
Division Engineer
State Highway Department
Roseburg, Oregon

Dear Sir:

The subcontract between the E. C. Hall and Fred H. Slate Company and J. C. Compton covering Items 35 to 40 inclusive on the Divide-Anlauf Contract #3640, Oregon BFI-189(9), is approved, and you may so inform the interested parties.

Five copies of the subcontract are returned herewith for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:AR
Enc.

cc to: W. C. Williams ✓
C. G. Polk - 2

RECEIVED
FOR FILING
FORM E 30 25M 9-51 82319

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Roseburg, Oregon
September 14, 1953

10-1046

NOTED
A. C. WILLIAM

To: H. G. Smith
Construction Engineer

SUBJECT:

Dear Sir

We are submitting this date the semi final estimate on the Divide-Anlauf Project with an indicated saving of $104,000 under the original project authorization.

This is over and above all construction or right of way expense and includes the completion of the section originally omitted at Comstock, but does not include cost of removal of the old Comstock Overcrossing.

Very truly yours

Tom Edwards

Tom Edwards
Division Engineer

TE:rw

Enc.

NOTED
FORREST COOPER

RECEIVED
SEP 15 1953
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
[illegible]
FOR FILING

[illegible]

August 20, 1953

Great American Indemnity Co.
ellis-Reed Insurance
Portland 4, Oregon

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

It is the intention of the State Highway Commission to release to Fred H. Slate Co.Oreg.Ltd. and E. C. Hall Co. a portion of the funds heretofore retained by the Commission on contract No. 3640, for grading and paving on the Divide-Anlauf Unit, Divide-Rice Hill Section of the Pacific Highway in Douglas and Lane Counties.

This payment in the amount of $119,174.01 reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $46,382.97. The present payment will be released to the contractor on or after August 31, 1953.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland, Inc.
611 Henry Bldg.
Portland 4, Oregon

Hansen & Rowland, Inc.
Puget Sound Bank Bldg.
Tacoma, Wash.

NOTED ON CARD

Form PR 2 (Revised 1950)

CPR8 44

State Oregon

Federal Aid Bond Issue

Project No. BFI-189(9)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 13th day of August, 1953, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 21st day of September, 1951, a program, which was approved on the 1st day of November, 1951, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Bureau of Public Roads on the 5th day of December, 1951; and

Whereas the Division Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of one million, one hundred eighty-three thousand and 00/100 dollars ($1,183,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Proceeds of Bonds authorized by Chapter 491, Oregon Laws 1951, viz.: (Include date and citation of act of legislature by which authorized)

(~~b) From other sources~~

Issue	Amount	Date of Issue	Beginning Date of Maturities
First	$15,000,000	Oct. 1, 1951	Oct. 1, 1952
Second	15,000,000	Mar. 1, 1952	Mar. 1, 1953
Third	10,000,000	Mar. 1, 1953	Mar. 1, 1954

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 1056+80 in the SE 1/4, Section 11, T-21-S, R-4-W, W.M. and survey station 295+00 in the SW 1/4, Section 30, T-21-S, R-4-W, W.M., without exception, length 5.668 miles, in Lane and Douglas Counties being Oregon Federal Aid Bond Issue project No. BFI-189(9), consisting of 5.613 miles of roadway and four bridges, ~~each~~ of more than 20 feet clear span, 0.055 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one million, one hundred eighty-three thousand and 00/100 dollars ($1,183,000.00), which does not exceed the authorized Federal pro rata share of one million, nine hundred thirty-three thousand six hundred twenty-nine and 22/100 dollars ($1,933,629.22), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. No payments hereunder will be made to the State as the construction of said project progresses or immediately upon its completion, and no present or immediate obligation is created by this agreement against Federal-aid funds apportioned and now unobligated and available to the State, the purpose and intent of this agreement being to provide aid to the State, as authorized by section 5 of the Federal-Aid Highway Act of 1950, in retiring annual maturities of the principal indebtedness of the bonds mentioned in Article I hereof, and as such bonds mature annually and the State requests Federal reimbursement pursuant hereto to aid in meeting such annual maturities and certifies that such bonds have been retired the Bureau of Public Roads will submit vouchers to the Secretary of the Treasury for payment to the State Treasurer, hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon, of such sums based on such annual maturities as the State shall request and as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. If in any year no Federal funds apportioned to the State shall be unobligated and available from which payments hereunder may be made there shall be no obligation on the part of the Federal Government hereunder on account of bond maturities for that year.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:

(Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

Attest
H B Seaney
SECRETARY

RECOMMENDED FOR APPROVAL:
STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,
By W H Lynch
Division Engineer,
Bureau of Public Roads.

Oregon State Highway Department   Federal Aid Project No. FI-189 (9)

DIVIDE-ANLAUF UNIT, DIVIDE-RICE HILL SECTION
OF THE PACIFIC HIGHWAY IN LANE AND DOUGLAS COUNTIES

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 19, 1953

Type Code 6201
4-Lane Pavement (Sta. 1056+90 to 1061+03.93 = 0+00 to 177+00)
(Sta. 186+00 to 200+00) (Sta. 250+00 to 295+00) (Contract No. 3640)

All Required		Clearing and Grubbing (80%)		$ 61,600.00
All Required		Removal of Drainage Structures (80%)		3,600.00
2,340	cu. yds.	Structural Excavation, Unclassified	$ 3.00	7,020.00
510	cu. yds.	Trench Excavation, Unclassified	2.00	1,020.00
1,118,000	cu. yds.	General Excavation, Unclassified	0.48	536,640.00
2,595,300	yd. sta.	Short Overhaul	0.02	51,906.00
33,200	C-yd. sta.	Long Overhaul	0.50	16,600.00
4.72	miles	Finishing Roadbed and Slopes	1,000.00	4,720.00
20,700	lin. ft.	Rounding Cutbanks	0.20	4,140.00
230	lin. ft.	6-inch Perforated Metal Drain Pipe, Coated	2.00	460.00
50	lin. ft.	18-inch Corrugated Metal Pipe	4.00	200.00
160	lin. ft.	24-inch Corrugated Metal Pipe	6.00	960.00
2,170	lin. ft.	18-inch Concrete Pipe	3.50	7,595.00
720	lin. ft.	24-inch Concrete Pipe	4.60	3,312.00
160	lin. ft.	24-inch Extra Strength Concrete Pipe	5.30	848.00
380	lin. ft.	30-inch Concrete Pipe	7.00	2,660.00
130	lin. ft.	36-inch Concrete Pipe	9.50	1,235.00
150	lin. ft.	Install 72" Extra Strength Corrugated Metal Pipe, Protected Invert	6.00	900.00
188	lin. ft.	Install 84" Corrugated Metal Pipe, Protected Invert	6.50	1,222.00
474	lin. ft.	Install 96" Sectional Plate Culvert, 8 Gauge	10.00	4,740.00
162	lin. ft.	Install 102" Sectional Plate Culvert, 8 Gauge	13.00	2,106.00
40	lin. ft.	Install 138" Sectional Plate Culvert, 7 Gauge	16.00	640.00
522	lin. ft.	Install 138" Sectional Plate Culvert, 5 Gauge	16.00	8,352.00
40	cu. yds.	3/8" - 0 Backfill in Drains	6.00	240.00

200	cu. yds.	Grouted Cement Rubble Masonry	$35.00	$	7,000.00
4	only	Concrete Manholes	200.00		800.00
1	only	Concrete Catch Basins	150.00		150.00
150	lin. ft.	Metal Guard Rail	3.50		525.00
230	only	Concrete Sight Posts	10.00		2,300.00
143,600	cu. yds.	3" - 0 Material in Base	2.30		330,280.00
20,400	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.40		48,960.00
4,800	M-gal.	Sprinkling	2.00		9,600.00
4.72	miles	Preparation of Base	200.00		944.00
1,640	cu. yds.	3/4" - 0 Material in Binder Course	3.75		6,150.00
275	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	45.00		12,375.00
36,600	tons	Class "F" Asphaltic Concrete	6.00		219,600.00
155	tons	RS-1 Emulsified Asphalt in Seal Coat	50.00		7,750.00
930	cu. yds.	Aggregate in Seal Coat	5.00		4,650.00
400	lin. ft.	Asphaltic Concrete Traffic Markers	1.00		400.00
				$	1,374,200.00

Metal Culvert Pipe - Furnished by State

150	lin. ft.	72" Extra Strength Corrugated Metal Pipe, Protected Invert	$32.00	$	4,800.00
188	lin. ft.	84" Corrugated Metal Pipe, Protected Invert, 8 Gauge	39.00		7,332.00
474	lin. ft.	96" Sectional Plate Culvert, 8 Gauge	40.00		18,960.00
162	lin. ft.	102" Sectional Plate Culvert, 8 Gauge	42.50		6,885.00
40	lin. ft.	138" Sectional Plate Culvert, 7 Gauge	62.00		2,480.00
522	lin. ft.	138" Sectional Plate Culvert, 5 Gauge	66.00		34,452.00
				$	74,909.00

Approved Price Agreement No. 5
4-Lane Roadway (Sta. 177+00 to Sta. 186+00)

15,900	cu. yds.	General Excavation	$ 0.48	$	7,632.00
3,100	yd. sta.	Short Overhaul	0.02		62.00
0.17	mile	Finishing Roadbed and Slopes	1,000.00		170.00
300	lin. ft.	Rounding Cutbanks	0.20		60.00
4,300	cu. yds.	3" - 0 Material in Base	2.30		9,890.00
730	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.40		1,752.00
125	M-gal.	Sprinkling	2.00		250.00
0.17	mile	Preparation of Base	200.00		34.00
51	cu. yds.	3/4" - 0 Material in Binder Course	3.75		191.25

8	tons	RC-3 Asphalt in Binder Course	$45.00	$ 360.00
1,100	tons	Class "B" Asphaltic Concrete	6.00	6,600.00
5	tons	RS-1 Emulsified Asphalt in Seal Coat	50.00	250.00
17	cu. yds.	Aggregate in Seal Coat	5.00	85.00
				$ 27,336.25

Type Code X121
Anlauf Railroad Overcrossing (Sta. AH15+71 to AH18+21)
(Contract No. 3624)

230	cu. yds.	Structural Excavation	$12.00	$ 2,760.00
10	cu. yds.	Structural Excavation Below Elevation Shown	20.00	200.00
580	cu. yds.	Class "A" Concrete	67.00	38,860.00
130,000	lbs.	Metal Reinforcement	0.106	13,780.00
520	lin. ft.	Metal Handrail	13.00	6,760.00
				$ 62,360.00

Subtotal	$1,538,805.25
10% Engr. & Cont.	153,880.52
Total	$1,692,685.77

Length of Roadway	4.704 miles
Cost per mile	$359,839.66

Type Code 6201
2-Lane Pavement (Sta. 200+00 to 250+00)(Contract No. 3640)

All Required		Clearing and Grubbing (15%)		$ 11,550.00
All Requirdd		Removal of Drainage Structures (5%)		225.00
180	cu. yds.	Structural Excavation, Unclassified	$ 3.00	540.00
180	cu. yds.	Trench Excavation, Unclassified	2.00	360.00
84,000	cu. yds.	General Excavation, Unclassified	0.48	40,320.00
400,000	yd. sta.	Short Overhaul	0.02	8,000.00
8,300	C-yd. sta.	Long Overhaul	0.50	4,150.00
0.91	mile	Finishing Roadbed and Slopes	1,000.00	910.00
2,600	lin. ft.	Rounding Cutbanks	0.20	520.00
480	lin. ft.	18" Concrete Pipe	3.50	1,680.00
140	lin. ft.	24" Concrete Pipe	4.60	644.00
480	lin. ft.	Metal Guard Rail	3.50	1,680.00
70	only	Concrete Sight Posts	10.00	700.00
8,700	cu. yds.	3" - 0 Material in Base	2.30	20,010.00
1,200	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.40	2,880.00
300	M-gal.	Sprinkling	2.00	600.00
0.91	mile	Preparation of Base	200.00	182.00

130	cu. yds.	3/4" - 0 Material in Binder Course	$ 3.75	$ 487.50
20	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	45.00	900.00
2,800	tons	Class "B" Asphaltic Concrete	6.00	16,800.00
10	tons	RS-1 Emulsified Asphalt in Seal Coat	50.00	500.00
70	cu. yds.	Aggregate in Seal Coat	5.00	350.00
			Subtotal	$ 113,988.50
			10% Engr. & Cont.	11,398.85
			Total	$ 125,387.35

Length of Roadway	0.909 mile
Cost per mile	$137,939.87

Type Code X721
Anlauf Undercrossing Structure (Sta. 287+99.8)(Contract No. 3624)

210	cu. yds.	Structural Excavation	$12.00	$ 2,520.00
10	cu. yds.	Structural Excavation Below Elevation Shown	20.00	200.00
240	cu. yds.	Class "A" Concrete	66.00	15,840.00
55,000	lbs.	Metal Reinforcement	0.105	5,775.00
290	lin. ft.	Metal Handrail	13.00	3,770.00
				$ 28,105.00

Type Code X021
Bear Creek Bridge (Sta. 240+85.17 to 242+85.17)(Contract No. 3641)

All Required		Shoring, Cribbing, Etc.		$ 1,500.00
230	cu. yds.	Structural Excavation	$ 6.00	1,380.00
10	cu. yds.	Structural Excavation Below Elevation Shown	10.00	100.00
250	lin. ft.	Furnish Treated Piling	2.00	500.00
1,100	lin. ft.	Furnish Untreated Piling	0.60	660.00
68	only	Drive Piles	30.00	2,040.00
450	cu. yds.	Class "A" Concrete	59.00	26,550.00
120,000	lbs.	Metal Reinforcement	0.105	12,600.00
414	lin. ft.	Metal Handrail	9.00	3,726.00
				$ 49,056.00

Type Code X221
Comstock Overcrossing (Sta. 187+55 to 188+45)(Contract No. 3786)

260	cu. yds.	Structural Excavation	$ 5.00	$ 1,300.00
5	cu. yds.	Structural Excavation Below Elevation Shown	10.00	50.00
500	lin. ft.	Furnish Treated Piling	1.60	800.00
16	only	Drive Piles	40.00	640.00

280	cu. yds.	Class "A" Concrete	$65.00	$ 18,200.00
60,000	lbs.	Metal Reinforcement	0.115	6,900.00
				$ 27,890.00

Subtotal	$ 105,051.00
10% Engr. & Cont.	10,505.10
Total	$ 115,556.10

Length of Structures 0.055 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
4-Lane Roadway	$1,692,685.77	$1,035,590.00	$657,095.77
2-Lane Roadway	125,387.35	76,712.00	48,675.35
Structures	115,556.10	70,698.00	44,858.10
	$1,933,629.22	$1,183,000.00	$750,629.22

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939; Chap. 491, laws 1951

State Funds for Maintenance: Chap. 529, laws 1939

Oregon State Highway Department

Federal Aid Project
No. FI-189 (9)

[illegible] HILL, [illegible] SECTION
OF THE PACIFIC HIGHWAY IN LANE AND [illegible] COUNTIES

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, July 30, 1952

Type Code 6201
4-Lane Pavement (Sta. 1056+80 to 1061+63.93=0+00 to 177+00) (Sta. 186+00 to 200+00) (Sta. 250+00 to 275+00) (Contract No. 3640)

All Required		Clearing and Grubbing (80%)	$	$ 61,600.00
All Required		Removal of Drainage Structures (80%)		3,600.00
2,340	cu. yds.	Structural Excavation, Unclassified	3.00	7,020.00
510	cu. yds.	Trench Excavation, Unclassified	2.00	1,020.00
1,118,000	cu. yds.	General Excavation, Unclassified	0.48	536,640.00
2,595,300	yd. stas.	Short Overhaul	0.02	51,906.00
33,200	C-yd. stas.	Long Overhaul	0.50	16,600.00
4.72	miles	Finishing Roadbed and Slopes	1,000.00	4,720.00
20,700	lin.ft.	Rounding Cutbanks	0.20	4,140.00
230	lin.ft.	6" Perforated Metal Drain Pipe, Coated	2.00	460.00
50	lin.ft.	18" Corrugated Metal Pipe	4.00	200.00
160	lin.ft.	24" Corrugated Metal Pipe	6.00	960.00
2,170	lin.ft.	18" Concrete Pipe	3.50	7,595.00
720	lin.ft.	24" Concrete Pipe	4.60	3,312.00
160	lin.ft.	24" Extra Strength Concrete Pipe	5.30	848.00
380	lin.ft.	30" Concrete Pipe	7.00	2,660.00
130	lin.ft.	36" Concrete Pipe	9.50	1,235.00
150	lin.ft.	Install 72" Extra Strength Corrugated Metal Pipe, Protected Invert	6.00	900.00
188	lin.ft.	Install 84" Corrugated Metal Pipe, Protected Invert	6.50	1,222.00
474	lin.ft.	Install 96" Sectional Plate Culvert, 8 Gauge	10.00	4,740.00
162	lin.ft.	Install 102" Sectional Plate Culvert, [illegible] Gauge	13.00	2,106.00
40	lin.ft.	Install 138" Sectional Plate Culvert, 7 Gauge	16.00	640.00
522	lin.ft.	Install 138" Sectional Plate Culvert, 5 Gauge	16.00	8,352.00
40	cu. yds.	3/8" - 0 Backfill in Drains	6.00	240.00
200	cu. yds.	Grouted Cement Rubble Masonry	35.00	7,000.00
4	ea.	Concrete Manholes	200.00	800.00

1	only	Concrete Catch Basins	$ 150.00	$ 150.00
150	lin.ft.	Metal Guard Rail	3.50	525.00
230	only	Concrete Sight Posts	10.00	2,300.00
143,600	cu. yds.	3" - 0 Material in Base	2.30	330,280.00
20,400	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.40	48,960.00
4,800	M-gals.	Sprinkling	2.00	9,600.00
4.72	miles	Preparation of Base	200.00	944.00
1,640	cu. yds.	3/4" - 0 Material in Binder Course	3.75	6,150.00
275	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	45.00	12,375.00
36,600	tons	Class "B" Asphaltic Concrete	6.00	219,600.00
155	tons	RS-1 Emulsified Asphalt in Seal Coat	50.00	7,750.00
930	cu. yds.	Aggregate in Seal Coat	5.00	4,650.00
400	lin.ft.	Asphaltic Concrete Traffic Markers	1.00	400.00
		Subtotal		$1,374,200.00

Metal Culvert Pipe-Furnished by State

150	lin.ft.	72" Extra Strength Corrugated Metal Pipe & Protected Invert	32.00	$ 4,800.00
188	lin.ft.	84" Corrugated Metal Pipe, Protected Invert, 8 Gauge	39.00	7,332.00
474	lin.ft.	96" Sectional Plate Culvert, 8 Gauge	40.00	18,960.00
162	lin.ft.	102" Sectional Plate Culvert, 8 Gauge	42.50	6,885.00
40	lin.ft.	138" Sectional Plate Culvert, 7 Gauge	62.00	2,480.00
522	lin.ft.	138" Sectional Plate Culvert, 5 Gauge	66.00	34,452.00
				$ 74,909.00

Type Code A121
[illegible] Railroad Overcrossing (Sta. [illegible]15+71 to [illegible]18+21)
(Contract No. [illegible])

230	cu. yds.	Structural Excavation	$12.00	$ 2,760.00
10	cu. yds.	Structural Excavation below Elevation Shown	20.00	200.00
580	cu. yds.	Class "A" Concrete	67.00	38,860.00
130,000	lbs.	Metal Reinforcement	0.106	13,780.00
520	lin. ft.	Metal Handrail	13.00	6,760.00
				$ 62,360.00
		Subtotal		$1,511,469.00
		10% Engr. & Cont.		151,146.90
		Total		$1,662,615.90

Length of Roadway	4.534 miles
Cost per Mile	$366,699.58

Type Code 6201
2-Lane Pavement (Sta. 200+00 to 250+00)(Contract No. 3640)

All Required		Clearing and Grubbing (15%)		$ 11,550.00
All Required		Removal of Drainage Structures (05%)		225.00
180	cu. yds.	Structural Excavation, Unclassified	$ 3.00	540.00
180	cu. yds.	Trench Excavation, Unclassified	2.00	360.00
84,000	cu. yds.	General Excavation, Unclassified	0.48	40,320.00
400,000	yd. stas.	Short Overhaul	0.02	8,000.00
8,300	5-yd. stas.	Long Overhaul	0.50	4,150.00
0.91	mile	Finishing Roadbed and Slopes	1,000.00	910.00
2,600	lin. ft.	Rounding Cut Banks	0.20	520.00
480	lin. ft.	18" Concrete Pipe	3.50	1,680.00
140	lin. ft.	24" Concrete Pipe	4.60	644.00
480	lin. ft.	Metal Guard Rail	3.50	1,680.00
70	only	Concrete Right Posts	10.00	700.00
8,700	cu. yds.	3" - 0 Material in Base	2.30	20,010.00
1,200	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.40	2,880.00
300	M-gals.	Sprinkling	2.00	600.00
0.91	mile	Preparation of Base	200.00	182.00
130	cu. yds.	3/4" - 0 Material in Binder Course	3.75	487.50
20	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	45.00	900.00
2,800	tons	Class "B" Asphaltic Concrete	6.00	16,800.00
10	tons	SS-1 Emulsified Asphalt in Seal Coat	50.00	500.00
70	cu. yds.	Aggregate in Seal Coat	5.00	350.00
			Subtotal	$113,988.50
			10% Engr. & Cont.	11,398.85
			Total	$125,387.35

Length of Roadway 0.909 mile
Cost per Mile $137,939.87

Type Code [illegible]
Inlet Undercrossing Structure, (Sta. 237+99.8)(Contract No. 3624)

210	cu. yds.	Structural Excavation	$12.00	$ 2,520.00
10	cu. yds.	Structural Excavation below Elevation Shown	20.00	200.00
240	cu. yds.	Class "A" Concrete	66.00	15,840.00
55,000	lbs.	Metal Reinforcement	0.105	5,775.00
290	lin. ft.	Metal Handrail	13.00	3,770.00
				$ 28,105.00

Type Code [illegible]
Bear Creek Bridge (Sta. 240+95.17 to [illegible])(Contract No. [illegible])

All required		Shoring, Cribbing, Etc.		$ 1,500.00
230	cu. yds.	Structural Excavation	$ 6.00	1,380.00
10	cu. yds.	Structural Excavation, below Elevation Shown	10.00	100.00
250	lin. ft.	Furnish Treated Piling	2.00	500.00
1,100	lin. ft.	Furnish Untreated Piling	0.60	660.00
68	only	Drive Piles	30.00	2,040.00
450	cu. yds.	Class "A" Concrete	59.00	26,550.00
120,000	lbs.	Metal Reinforcement	0.105	12,600.00
414	lin. ft.	Metal Handrail	9.00	3,726.00
				$ 49,056.00

Type Code X221
Comstock Overcrossing (Sta. 187+55 to 1[illegible]+45)

260	cu. yds.	Structural Excavation	$ 7.50	$ 1,950.00
5	cu. yds.	Structural Excavation below Elevation Shown	10.00	50.00
500	lin. ft.	Furnish Treated Piling	2.00	1,000.00
16	only	Drive Piles	75.00	1,200.00
280	cu. yds.	Class "A" Concrete	65.00	18,200.00
60,000	~~cu. yds.~~ lf.	Metal Reinforcement	0.12	7,200.00
				$ 20,600.00
		Subtotal		$106,761.00
		10% Engr. & Cont.		10,676.10
		Total		$117,437.10

Length of Structures 0.055 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
4-Lane Roadway	$1,662,615.90	$1,032,242.00	$630,373.90
2-Lane Roadway	125,387.35	77,847.00	47,540.35
Structures	117,437.10	72,911.00	44,526.10
	$1,905,440.35	$1,183,000.00	$722,440.35

State Highway Department

Federal Aid Project
No. [illegible] (9)

[illegible] SECTION OF THE
[illegible] DOUGLAS COUNTIES

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, June 17, 1952

Type Code 6201
4-Lane Pavement (Sta. 1056+80 to 1061+03.93 = 0+00 to 177+00)(Sta. 186+00 to [illegible]+00)(Sta. 250+00 to 295+00)(Contract No. [illegible])

All Required		Clearing and Grubbing (80%)		$ 61,600.00
All Required		Removal of Drainage Structures (80%)		3,600.00
2,340	cu. yds.	Structural Excavation, Unclassified	$ 3.00	7,020.00
510	cu. yds.	Trench Excavation, Unclassified	2.00	1,020.00
1,118,000	cu. yds.	General Excavation, Unclassified	0.48	536,640.00
2,595,300	yd. stas.	Short Overhaul	0.02	51,906.00
33,200	C-yd. stas.	Long Overhaul	0.50	16,600.00
4.72	miles	Finishing Roadbed and Slopes	1,000.00	4,720.00
20,700	lin. ft.	Rounding Cutbanks	0.20	4,140.00
230	lin. ft.	6" Perforated Metal Drain Pipe, Coated	2.00	460.00
50	lin. ft.	18" Corrugated Metal Pipe	4.00	200.00
160	lin. ft.	24" Corrugated Metal Pipe	6.00	960.00
2,170	lin. ft.	18" Concrete Pipe	3.50	7,595.00
720	lin. ft.	24" Concrete Pipe	4.60	3,312.00
160	lin. ft.	24" Extra Strength Concrete Pipe	5.30	848.00
380	lin. ft.	30" Concrete Pipe	7.00	2,660.00
130	lin. ft.	36" Concrete Pipe	9.50	1,235.00
150	lin. ft.	Install 72" Extra Strength Corrugated Metal Pipe, Protected Invert	6.00	900.00
188	lin. ft.	Install 84" Corrugated Metal Pipe, Protected Invert	6.50	1,222.00
474	lin. ft.	Install 96" Sectional Plate Culvert, 8 Guage	10.00	4,740.00
162	lin. ft.	Install 102" Sectional Plate Culvert, 8 Guage	13.00	2,106.00
40	lin. ft.	Install 138" Sectional Plate Culvert, 7 Guage	16.00	640.00
522	lin. ft.	Install 138" Sectional Plate Culvert, 5 Guage	16.00	8,352.00
40	cu. yds.	3/8"-0 Backfill in Drains	6.00	240.00
200	cu. yds.	Grouted Cement Rubble Masonry	35.00	7,000.00

4	only	Concrete Manhole	$ 200.00	$ 800.00
1	only	Concrete Catch Basins	150.00	150.00
150	lin. ft.	Metal Guard Rail	3.50	525.00
230	only	Concrete Sight Posts	10.00	2,300.00
143,600	cu. yds.	3" - 0 Material in Base	2.30	330,280.00
20,400	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.40	48,960.00
4,800	M-gals.	Sprinkling	2.00	9,600.00
4.72	miles	Preparation of Base	200.00	944.00
1,640	cu. yds.	3/4" - 0 Material in Binder Course	3.75	6,150.00
275	tons	Furnish and Placing RC-3 Asphalt in Binder Course	45.00	12,375.00
36,600	tons	Class "B" Asphaltic Concrete	6.00	219,600.00
155	tons	RS-1 Emulsified Asphalt in Seal Coat	50.00	7,750.00
930	cu. yds.	Aggregate in Seal Coat	5.00	4,650.00
400	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	400.00
		Subtotal		$1,374,200.00

METAL CULVERT PIPE-FURNISHED BY STATE

150	lin. ft.	72" Extra Strength Corrugated Metal Pipe, Protected Invert	$ 32.00	$ 4,800.00
188	lin. ft.	84" Corrugated Metal Pipes, Protected Invert, 8 guage	39.00	7,332.00
474	lin. ft.	96" Sectional Plate Culvert, 8 guage	40.00	18,960.00
162	lin. ft.	102" Sectional Plate Culvert, 8 guage	42.50	6,885.00
40	lin. ft.	138" Sectional Plate Culvert, 7 guage	62.00	2,480.00
522	lin. ft.	138" Sectional Plate Culvert, 5 guage	66.00	34,452.00
				$74,909.00

Lawrence Access Road Culvert (Sta. 206+50)

60	cu. yds.	Structural Excavation	$ 5.00	$ 300.00
5	cu. yds.	Structural Excavation, below Elevation Shown	10.00	50.00
170	cu. yds.	Class "A" Concrete	65.00	11,050.00
28,000	lbs.	Metal Reinforcement	0.12	3,360.00
				$14,760.00

Type Code X121
Inland Railroad Overcrossing (Sta. AN 15+71 to AN 18+21)(Contract No. 3624)

230	cu. yds.	Structural Excavation	$12.00	$ 2,760.00
10	cu. yds.	Structural Excavation, below Elevation Shown	20.00	200.00
580	cu. yds.	Class "A" Concrete	67.00	38,860.00
130,000	lbs.	Metal Reinforcement	0.106	13,780.00
520	lin. ft.	Metal Handrail	13.00	6,760.00
				62,360.00
		Subtotal		$1,526,229.00
		10% Engr. & Cont.		152,622.90
		Total		$1,678,851.90

Length of Roadway 4.534 miles
Cost per Mile $370,280.52

Type Code 6201
2-Lane Pavement (Sta. 200+00 to 250+00)(Contract No. 3640)

All Required		Clearing and Grubbing (15%)		$ 11,550.00
All Required		Removal of Drainage Structures (05%)		225.00
180	cu. yds.	Structural Excavation, Unclassified	$ 3.00	540.00
180	cu. yds.	Trench Excavation, Unclassified	2.00	360.00
84,000	cu. yds.	General Excavation, Unclassified	0.48	40,320.00
400,000	yd. stas.	Short Overhaul	0.02	8,000.00
8,300	C-yd. stas.	Long Overhaul	0.50	4,150.00
0.91	mile	Finishing Roadbed and Slopes	1,000.00	910.00
2,600	lin. ft.	Rounding Cutbanks	0.20	520.00
480	lin. ft.	18" Concrete Pipe	3.50	1,680.00
140	lin. ft.	24" Concrete Pipe	4.60	644.00
480	lin. ft.	Metal Guard Rail	3.50	1,680.00
70	only	Concrete Sight Posts	10.00	700.00
8,700	cu. yds.	3" - 0 Material in Base	2.30	20,010.00
1,200	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.40	2,880.00
300	M-gals.	Sprinkling	2.00	600.00
0.91	mile	Preparation of Base	200.00	182.00
130	cu. yds.	3/4" - 0 Material in Binder Course	3.75	487.50
20	tons	Furnishing and Placing MC-3 Asphalt in Binder Course	45.00	900.00
2,800	tons	Class "B" Asphaltic Concrete	6.00	16,800.00
10	tons	SS-1 Emulsified Asphalt in Seal Coat	50.00	500.00
70	cu. yds.	Aggregate in Seal Coat	5.00	350.00
		Subtotal		$113,988.50
		10% Engr. & Cont.		11,398.85
		Total		$125,387.35

Length of Roadway	0.909 mile
Cost per Mile	$137,939.87

Type Code E721
Anleaf Undercrossing Structure, (Sta. 287+99.8)(Contract No. 3624)

210	cu. yds.	Structural Excavation	$12.00	$ 2,520.00
10	cu. yds.	Structural Excavation below Elevation Shown	20.00	200.00
240	cu. yds.	Class "A" Concrete	66.00	15,840.00
55,000	lbs.	Metal Reinforcement	0.105	5,775.00
290	lin. ft.	Metal Handrail	13.00	3,770.00
				$28,105.00

Type Code A021
Bear Creek Bridge (Sta. 240+85.17 to 242+85.17)(Contract No. 3641)

All Required		Shoring, Cribbing, etc.		$ 1,500.00
230	cu. yds.	Structural Excavation	$ 6.00	1,380.00
10	cu. yds.	Structural Excavation below Elevation Shown	10.00	100.00
250	lin. ft.	Furnish Treated Piling	2.00	500.00
1,100	lin. ft.	Furnish Untreated Piling	0.60	660.00
68	only	Drive Piles	30.00	2,040.00
450	cu. yds.	Class "A" Concrete	59.00	26,550.00
120,000	lbs.	Metal Reinforcement	0.105	12,600.00
414	lin. ft.	Metal Handrail	9.00	3,726.00
				$49,056.00

Type Code A221
Comstock Overcrossing (Sta. 187+55 to 188+45)

260	cu. yds.	Structural Excavation	$ 7.50	$ 1,950.00
5	cu. yds.	Structural Excavation below Elevation Shown	10.00	50.00
500	lin. ft.	Furnish Treated Piling	2.00	1,000.00
16	only	Drive Piles	75.00	1,200.00
280	cu. yds.	Class "A" Concrete	65.00	18,200.00
60,000	cu. yds.	Metal Reinforcement	0.12	7,200.00
				$ 29,600.00

Subtotal	$106,761.00
10% Engr. & Cont.	10,676.10
Total	$117,437.10

Length of Structures 0.055 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
4-Lane Roadway	$1,678,851.90	$1,042,252.00	$636,599.90
2-Lane Roadway	125,387.35	77,842.00	47,545.35
Structures	117,437.10	72,906.00	44,531.10
	$1,921,676.35	$1,193,000.00	$728,676.35

Oregon State Highway Department　　　　Federal Aid Project No. FI-189 (9)

DIVIDE-ANLAUF UNIT, ANLAUF-RICE HILL SECTION

OF THE PACIFIC HIGHWAY IN LANE AND DOUGLAS COUNTIES

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 14, 1952

Type Code 6201
4-Lane Pavement (Sta. 10[illegible]+80 to 1061+03.93 = 0.00 to 177+00) (Sta. 1[illegible]+00 to 200+00) (Sta. 250+00 to 2[illegible]+00)
(Low bid prices)

All Required		Clearing and Grubbing (80%)		$ 61,600.00
All Required		Removal of Drainage Structures (80%)		3,600.00
2,340	cu. yds.	Structural Excavation, Unclassified	$ 3.00	7,020.00
510	cu. yds.	Trench Excavation, Unclassified	2.00	1,020.00
1,118,000	cu. yds.	General Excavation, Unclassified	0.48	536,640.00
2,595,300	yd. stas.	Short Overhaul	0.02	51,906.00
33,200	C-yd. stas.	Long Overhaul	0.50	16,600.00
4.72	miles	Finishing Roadbed and Slopes	1,000.00	4,720.00
20,700	lin. ft.	Rounding Cutbacks	0.20	4,140.00
230	lin. ft.	6" Perforated Metal Drain Pipe, Coated	2.00	460.00
50	lin. ft.	18" Corrugated Metal Pipe	4.00	200.00
160	lin. ft.	24" Corrugated Metal Pipe	6.00	960.00
2,170	lin. ft.	18" Concrete Pipe	3.50	7,595.00
720	lin. ft.	24" Concrete Pipe	4.60	3,312.00
160	lin. ft.	24" Extra Strength Concrete Pipe	5.30	848.00
380	lin. ft.	30" Concrete Pipe	7.00	2,660.00
130	lin. ft.	36" Concrete Pipe	9.50	1,235.00
150	lin. ft.	Install 72" Extra Strength Corrugated Metal Pipe, Protected Invert	6.00	900.00
188	lin. ft.	Install 84" Corrugated Metal Pipe, Protected Invert	6.50	1,222.00
474	lin. ft.	Install 96" Sectional Plate Culvert, 8 Gauge	10.00	4,740.00
162	lin. ft.	Install 102" Sectional Plate Culvert, 8 Gauge	13.00	2,106.00
40	lin. ft.	Install 138" Sectional Plate Culvert, 7 Gauge	16.00	640.00
522	lin. ft.	Install 138" Sectional Plate Culvert, 5 Gauge	16.00	8,352.00
40	cu. yds.	3/8" - 0 Backfill in Drains	6.00	240.00

200	cu. yds.	Grouted Cement Rubble Masonry	$ 35.00	$ 7,000.00
4	only	Concrete Manhole	200.00	800.00
1	only	Concrete Catch Basins	150.00	150.00
150	lin. ft.	Metal Guard Rail	3.50	525.00
230	only	Concrete Light Posts	10.00	2,300.00
143,600	cu. yds.	3" - 0 Material in Base	2.30	330,280.00
20,400	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.40	48,960.00
4,800	M-gal.	Sprinkling	2.00	9,600.00
4.72	miles	Preparation of Base	200.00	944.00
1,640	cu. yds.	3/4" - 0 Material in Binder Course	3.75	6,150.00
275	tons	Furnishing and Placing R-3 Asphalt in Binder Course	45.00	12,375.00
36,600	tons	Class "B" Asphaltic Concrete	6.00	219,600.00
155	tons	RS-1 Emulsified Asphalt in Seal Coat	50.00	7,750.00
930	cu. yds.	Aggregate in Seal Coat	5.00	4,650.00
400	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	400.00
			Subtotal	$1,[illegible]74,[illegible]00.00

METAL CULVERT PIPE - FURNISHED BY STATE

150	lin. ft.	72" Extra Strength Corrugated Metal Pipe, Protected Invert	$ 32.00	$ 4,800.00
188	lin. ft.	84" Corrugated Metal Pipe, Protected Invert, 8 Gauge	39.00	7,332.00
474	lin. ft.	96" Sectional Plate Culvert, 8 Gauge	40.00	18,960.00
162	lin. ft.	102" Sectional Plate Culvert, 8 Gauge	42.50	6,885.00
40	lin. ft.	138" Sectional Plate Culvert, 7 Gauge	62.00	2,480.00
522	lin. ft.	138" Sectional Plate Culvert, 5 Gauge	66.00	34,452.00
				$ 74,909.00

Type Code ~~121~~ X121
Anlauf Railroad Overcrossing (Sta. "A" 15+71 to "A" 18+21)

230	cu. yds.	Structural Excavation	$ 12.00	$ 2,760.00
10	cu. yds.	Structural Excavation Below Elevation Shown	12.00	120.00
580	cu. yds.	Class "A" Concrete	65.00	37,700.00
130,000	lbs.	Metal Reinforcement	0.12	15,600.00

520	lin. ft.	Metal Handrail	$ 13.50	$ 7,020.00
				$ 63,200.00
			Subtotal	$1,512,309.00
			10% Engr. & Cont.	151,230.90
			Total	$1,663,539.90

Length of Roadway 4.541 miles
Cost per mile $366,337.82

Type Code 6201
2-Lane Pavement (Sta. [illegible] to [illegible])

All Required		Clearing and Grubbing (15ac)		$ 11,550.00
All Required		Removal of Drainage Structures (5ea)		225.00
180	cu. yds.	Structural Excavation, Unclassified	$ 3.00	540.00
180	cu. yds.	Trench Excavation, Unclassified	2.00	360.00
84,000	cu. yds.	General Excavation, Unclassified	0.48	40,320.00
400,000	yd. stas.	Short Overhaul	0.02	8,000.00
8,300	C-yd. stas.	Long Overhaul	0.50	4,150.00
0.91	mile	Finishing Roadbed and Slopes	1,000.00	910.00
2,600	lin. ft.	Rounding Cut banks	0.20	520.00
480	lin. ft.	18" Concrete Pipe	3.50	1,680.00
140	lin. ft.	24" Concrete Pipe	4.60	644.00
480	lin. ft.	Metal Guard Rail	3.50	1,680.00
70	only	Concrete Sight Posts	10.00	700.00
8,700	cu. yds.	3" - 0 Material in Base	2.30	20,010.00
1,200	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.40	2,880.00
300	M-gal.	Sprinkling	2.00	600.00
0.91	Mile	Preparation of Base	200.00	182.00
130	cu. yds.	3/4" - 0 Material in Binder Course	3.75	487.50
20	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	45.00	900.00
2,800	tons	Class "B" Asphaltic Concrete	6.00	16,800.00
10	tons	SS-1 Emulsified Asphalt in Seal Coat	50.00	500.00
70	cu. yds.	Aggregate in Seal Coat	5.00	350.00
			Subtotal	$ 113,988.50
			10% Engr. & Cont.	11,398.85
			Total	$ 125,387.35

Type Code X721
Anlauf Undercrossing Structure (Sta. 2[illegible]7+9[illegible].8)

210	cu. yds.	Structural Excavation	$ 10.00	$ 2,100.00
10	cu. yds.	Structural Excavation Below Elevation Shown	10.00	100.00
240	cu. yds.	Class "A" Concrete	65.00	15,600.00
55,000	lbs.	Metal Reinforcement	0.12	6,600.00
290	lin. ft.	Metal Handrail	13.50	3,915.00
				$ 28,315.00

Type Code [illegible]
Bear Creek Bridge (Sts. 240+85.17 to 242+85.17)

All Required		Shoring, Cribbing, Etc.		$ 5,000.00
230	cu. yds.	Structural Excavation	$ 8.00	1,840.00
10	cu. yds.	Structural Excavation Below Elevation Shown	10.00	100.00
250	lin. ft.	Furnish Treated Piling	1.50	375.00
1,100	lin. ft.	Furnish Untreated Piling	0.65	715.00
68	only	Drive Piles	45.00	3,060.00
450	cu. yds.	Class "A" Concrete	62.00	27,900.00
120,000	lbs.	Metal Reinforcement	0.12	14,400.00
414	lin. ft.	Metal Handrail	12.00	4,968.00
				$ 58,358.00

Subtotal	$ 86,673.00
10% Engr. & Cont.	8,667.30
Total	$ 95,340.30

Length of Roadway	0.909 mile
Length of Bridge	0.038 mile
Total Length	0.947 mile
Cost per mile, Roadway	$137,[illegible].87

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
4-Lane Roadway	$1,663,539.90	$1,032,943.00	$630,596.90
2-Lane Roadway	125,387.35	77,857.00	47,530.35
Structures	95,340.30	59,200.00	36,140.30
	$1,884,267.55	$1,170,000.00	$714,267.55

Oregon State Highway Department   Federal Aid Project No.BFI-189 (9)

DIVIDE-ANLAUF UNIT, [illegible] HILL SECTION

OF THE PACIFIC HIGHWAY IN LANE AND DOUGLAS COUNTIES

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 5, 1951

Type Code 6201
4-Lane Pavement (Sta. 1056+80 to 1061+05.93 = 0+00 to [illegible]) (Sta. 250+00 to 295+00)

All Required		Clearing and Grubbing (80%)		$ 80,000.00
All Required		Removal of Drainage Structures (80%)		800.00
2,340	cu. yds.	Structural Excavation, Unclassified	$ 3.50	8,190.00
510	cu. yds.	Trench Excavation, Unclassified	3.00	1,530.00
1,118,000	cu. yds.	General Excavation, Unclassified	0.48	536,640.00
2,595,300	yd. sta.	Short Overhaul	0.015	38,929.50
33,200	M-yd. sta.	Long Overhaul	0.45	14,940.00
4.72	miles	Finishing Roadbed and Slopes	1,000.00	4,720.00
20,700	lin. ft.	Rounding Cutbanks	0.15	3,105.00
230	lin. ft.	6" Perforated Metal Drain Pipe, Coated	2.00	460.00
50	lin. ft.	12" Corrugated Metal Pipe	4.00	200.00
160	lin. ft.	24" Corrugated Metal Pipe	6.00	960.00
2,170	lin. ft.	18" Concrete Pipe	3.50	7,595.00
720	lin. ft.	24" Concrete Pipe	4.50	3,240.00
160	lin. ft.	24" Extra Strength Concrete Pipe	5.50	880.00
380	lin. ft.	30" Concrete Pipe	7.00	2,660.00
130	lin. ft.	36" Concrete Pipe	10.00	1,300.00
150	lin. ft.	Install 72" Extra Strength Corrugated Metal Pipe, Protected Invert	10.00	1,500.00
188	lin. ft.	Install 84" Corrugated Metal Pipe, Protected Invert	12.00	2,256.00
474	lin. ft.	Install 96" Sectional Plate Culvert, [illegible] Gauge	15.00	7,110.00
162	lin. ft.	Install 102" Sectional Plate Culvert, 8 Gauge	17.00	2,754.00
40	lin. ft.	Install 138" Sectional Plate Culvert, 7 Gauge	22.00	880.00
522	lin. ft.	Install 138" Sectional Plate Culvert, 5 Gauge	25.00	13,050.00
40	cu. yds.	3/4" - 0 Backfill in Drains	4.00	160.00
200	cu. yds.	Grouted Cement Rubble Masonry	45.00	9,000.00

4	only	Concrete Manhole	$ 200.00	$ 800.00
1	only	Concrete Catch Basins	85.00	85.00
150	lin. ft.	Metal Guard Rail	3.00	450.00
230	only	Concrete Sight Posts	10.00	2,300.00
143,600	cu. yds.	3" - 0 Material in Base	2.25	323,100.00
20,400	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.50	51,000.00
4,800	M-gal.	Sprinkling	2.50	12,000.00
4.72	miles	Preparation of Base	400.00	1,888.00
1,640	miles	3/4" - 0 Material in Binder Course	3.50	5,740.00
275	tons	Furnishing and Placing RS-3 Asphalt in Binder Course	42.00	11,550.00
36,600	tons	Class "B" Asphaltic Concrete	6.00	219,600.00
155	tons	RS-1 Emulsified Asphalt in Seal Coat	45.00	6,975.00
930	cu. yds.	Aggregate in Seal Coat	5.00	4,650.00
400	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	400.00
			Subtotal	$1,383,397.50

METAL CULVERT PIPE - [illegible]

150	lin. ft.	72" Extra Strength Corrugated Metal Pipe, Protected Invert	$ 32.00	$ 4,800.00
188	lin. ft.	84" Corrugated Metal Pipe, Protected Invert, 8 Gauge	39.00	7,332.00
474	lin. ft.	96" Sectional Plate Culvert, 8 Gauge	40.00	18,960.00
162	lin. ft.	102" Sectional Plate Culvert, 8 Gauge	42.50	6,885.00
40	lin. ft.	138" Sectional Plate Culvert, 7 Gauge	62.00	2,480.00
522	lin. ft.	138" Sectional Plate Culvert, 5 Gauge	66.00	34,452.00
				$ 74,909.00

Subtotal	$1,458,306.50
10% Engr. & Cont.	145,830.65
Total	$1,604,136.25

Length of Roadway	4.551 miles
Cost per mile	$352,480.38

Type Code 6201
2-Lane Pavement (Sta. 200+00 to 250+00)

All Required		Clearing and Grubbing (15%)		$ 15,000.00
All Required		Removal of Drainage Structures (5%)		50.00
180	cu. yds.	Structural Excavation, Unclassified	$ 3.50	630.00
180	cu. yds.	Trench Excavation, Unclassified	3.00	540.00
84,000	cu. yds.	General Excavation, Unclassified	0.48	40,320.00
400,000	yd. sta.	Short Overhaul	0.015	6,000.00
8,300	C-yd. sta.	Long Overhaul	0.45	3,735.00
0.91	mile	Finishing Roadbed and Slopes	1,000.00	910.00
2,600	lin. ft.	Rounding Cutbanks	0.15	390.00
480	lin. ft.	18" Concrete Pipe	3.50	1,680.00
140	lin. ft.	24" Concrete Pipe	4.50	630.00
480	lin. ft.	Metal Guard Rail	3.00	1,440.00
70	only	Concrete Sight Posts	10.00	700.00
8,700	cu. yds.	3" - 0 Material in Base	2.25	19,575.00
1,200	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.50	3,000.00
300	M-gal.	Sprinkling	2.50	750.00
0.91	mile	Preparation of Base	400.00	364.00
130	cu. yds.	3/4" - 0 Material in Binder Course	3.50	455.00
20	tons	Furnishing and Placing MC-3 Asphalt in Binder Course	42.00	840.00
2,800	tons	Class "[illegible]" Asphaltic Concrete	6.00	16,800.00
10	tons	RS-1 Emulsified Asphalt in Seal Coat	45.00	450.00
70	cu. yds.	Aggregate in Seal Coat	5.00	350.00
			Subtotal	$ 114,609.00
			10% Engr. & Cont.	11,460.90
			Total	$ 126,069.90

Length of Roadway 0.909 mile
Length of Bridge 0.038 mile
Total Length 0.947 mile
Cost per mile, Roadway $138,690.75

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
4-Lane Roadway	$1,604,138.25	$ 995,744.00	$608,394.25
2-Lane Roadway	126,069.90	78,256.00	47,813.90
	$1,730,208.15	$1,074,000.00	$656,208.15

DIVIDE-ANLAUF SECTION

PROJECT NO. BFI-189 (9)

While negotiations for rights of way are in progress twelve parcels have not been acquired but it is now believed that all necessary rights of way or rights of entry can be made fully available within fifteen days.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

December 5, 1951

TABULATION OF BIDS RECEIVED BY THE
DEPARTMENT OF FINANCE AND ADMINISTRATION OF OREGON
FOR CORRUGATED METAL AND SECTIONAL PLATE CULVERTS
FOR USE ON THE DIVIDE-ANLAUF SECTION, PROJECT NO. BFI-189 (9)
UNDER PRICE INQUIRY NO. P. D. O-446

Bids Received November 16, 1951

Item No.	Item	Quantity L.F.	Beall Pipe and Tank Corporation, Portland: Specified Delivery Date	Beall Pipe and Tank Corporation, Portland: Bid Amount	Beall Pipe and Tank Corporation, Portland: Award	Armco Drainage and Metal Products, Portland: Specified Delivery Date	Armco Drainage and Metal Products, Portland: Bid Amount	Armco Drainage and Metal Products, Portland: Award
1	72"-8 G. Corr. Metal Pipe	150	5-12-52	$ 5,391.00	$	3-15-52	$ 4,86[illegible].50	$4,864.50
2	84"-8 G. Corr. Metal Pipe	188	1-20-52	7,422.14	7,422.14	4-1-52	7,482.40	
3	96"-8 G. Corr. Metal Pipe	148	5-20-52	5,769.04		2-15-52	5,816.40	5,816.40
4	96"-8 G. Corr. Metal Pipe	142	5-20-52	5,535.16		2-15-52	5,580.60	5,580.60
5	96"-8 G. Corr. Metal Pipe	184	5-20-52	7,172.32		2-15-52	7,212.80	7,212.80
6	102"-8 G. Corr. Metal Pipe	162	6-15-52	6,706.40		3-15-52	6,881.76	6,881.76
7	138"-5 G. Corr. Metal Pipe	276	4-1-52	18,304.32	18,304.32	5-1-52	18,340.20	
8	138"-5 G. Corr. Metal Pipe	246	4-1-52	16,314.72	16,314.72	5-1-52	16,359.00	
9	138"-7 G. Corr. Metal Pipe	40	6-1-52	2,125.20		3-15-52	2,486.40	2,486.40

Note: Award for each of above items made to low bidder complying with specification stipulating April 1, 1952 as latest acceptable delivery date.

STATE OF OREGON
Department of Finance and Administration
PROCUREMENT AND SERVICES DIVISION—Purchasing Section
PRICE INQUIRY

P D Number	Buyer	Agency	Agency Number	Date
0 446	E. Owens	Ore St. Hwy	70990	11-15-51

Gentlemen: Subject to the conditions on the reverse side of this form, we request your quotation showing your lowest price, terms, time for acceptance and earliest delivery date for the items listed below f.o.b. Divide, Oregon

Please show catalog references, trade names, or other description, including answers to questionnaire, as required, on the items you propose to furnish. **Return one copy** with unit and total prices on each item and **retain** one copy for your files.

Your bid must be received and time-stamped not later than 10:00 a.m. 11-21-51 (Date), at which time bids will be publicly opened and read aloud in the office of the Purchasing Section.

Administrator

EO/mg

Sheet .... of ....

Item	Quantity	Description	Unit	Unit Price	Aggregate Price
①		Corrugated metal culverts and sectional plate culverts as per attached specifications			
②		Enclosed specs. Delivery date important - please state			
③					
④					
⑤					
⑥					
⑦					
⑧					
⑨					
⑩					
⑪		In submitting this bid, the bidder certifies that the prices herein do not exceed the maximum allowed by O.P.S.			
⑫					
				Total	

In compliance with this Invitation to Bid and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted within .... days from the date of opening, to furnish delivered to point of destination any or all items upon which prices are quoted at the price set opposite each item .... days after date of notice of award. Terms are .... % ....

....
Firm Name

....
Address

NOT A PURCHASE ORDER

(SEE REVERSE SIDE)

By .... (ink)
Title

INSTRUCTIONS TO BIDDERS

1. If you are unable to bid, please return this form stating your reason for not quoting.
2. Do not submit bid in the form of a letter, but return a copy of this form with your firm name and the signature of an authorized person, in ink. Retain one copy for your files. When duplicate bids are required, invitations will be forwarded in triplicate.
3. On all correspondence pertaining to this request, please give the bid number, department and buyer's name appearing in the upper boxed portion on the reverse side of this form.
4. Samples of items, when required, must be furnished free of expense to the State of Oregon prior to the time set for the opening of bids. If not destroyed or mutilated in testing, samples will, upon request of the bidder, be returned at his expense. Each sample must be labeled so as to clearly show the bid number, the bidder's name, and the item number.
5. Wherever possible Federal, Oregon Standard, or Oregon State Highway Commission specifications will be designated. It shall be expected that vendors shall furnish materials conforming in all respects with the specifications. When a brand or trade name appears it shall be understood that it is used to establish the quality standard desired. Bidders may submit quotations on comparable brands or trade names which they propose to furnish as an equivalent item provided, however, that such substitutions are indicated in their bids and provided also that they file with the Procurement and Services Division literature completely illustrating and describing such products.
6. The State of Oregon is exempt from the payment of all Federal Excise Taxes and, upon request, tax exemption certificates will be furnished. The State of Oregon is also exempt from transportation tax, whether the freight is paid by the shipper or by the State. Do not include Federal Excise Tax or Federal Transportation Tax in your quotation.
7. Bids received after the time and date set for the opening thereof will be returned to the bidder, unopened.
8. Except as otherwise indicated in the Call for Bids, all offers shall be f.o.b. destination.
9. Alternate bids, i.e., offers of substitutes of a lower quality than that required will not be considered unless expressly provided for in the Call for Bids.
10. In case of default of the contractor, the Procurement and Services Division may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

CONDITIONS

1. The State reserves the right to accept or reject any or all bids and to waive informalities therein. As provided by statute, bids containing any alteration or erasure (in amounts or terms) shall be rejected. Each item must be priced separately showing unit price and total.
2. The State reserves the right to award any item or all items in the bid, whichever will best serve the State of Oregon. Care will be exercised in making separate awards so as not to penalize vendors.
3. In case of errors in extension, unit prices shall prevail. All bids must be submitted on a net price basis. Do not quote list prices with discount allowed.
4. Tie bids will be resolved by drawing.

TERMS

1. Discount for cash payment in less than 30 days will not be considered in making awards. Discount time shall commence upon receipt of material or properly executed invoice, whichever is the later.

STATE PRINTING DEPT. 61748

SPECIFICATIONS FOR PURCHASE OF CULVERT PIPE

The State of Oregon, through its State Highway Commission, will take bids on the furnishing of culvert pipe for the Divide-Anlauf Section of the Pacific Highway (US99) in Lane and Douglas Counties. The pipe to be furnished will be in accordance with the tabulation given hereinbelow.

Specifications

The 72-inch and 84-inch pipes shall be 8-gauge, asphalt-coated, protected invert pipes conforming with the requirements therefor as given in Section 32 of the Oregon State Highway Commission's Specifications and Contract Agreement for State Highway Construction, issue of September 15, 1940. The pipes shall be fabricated with sloping ends as hereinafter listed. The protected invert shall be in accordance with the "Type 'B' Coating" set forth in Article 32-5 of the standard highway specifications.

The material to be used in the sectional plate pipe shall comply with the specifications for Sectional Plate Pipe and Arches, Section 19, Division IV, Pages 163-165 inclusive of the Specifications and Contract Agreement for Highway Bridge Construction, issue of December 1, 1949, except that all bolts for connecting plates shall be not less than three-fourths inch (3/4") in diameter and the depth of corrugation of the plates shall be not less than 1-3/4 inches with a tolerance of plus or minus one-eighth inch (1/8"). The workmanship and fabrication shall comply with the specifications given for Sectional Plate Pipe, Section 10, Division III, Pages 127-128 of the Specifications and Contract Agreement for Highway Bridge Construction, issue of December 1, 1949. All sectional plate pipe shall have bottom plates one gauge heavier than the gauge specified below. The pipe shall be fabricated with sloped ends as given below.

The prices bid on Items 1 and 2, the 72-inch and 84-inch corrugated metal pipe, shall be on the basis of delivery of the pipe, f.o.b. truck, to the nearest point from the installation practical to be reached with ordinary hauling equipment. The price bid on Items 3 to 9 inclusive, the sectional plate pipe, shall be on the basis of delivery, f.o.b. railroad cars, on the railroad siding at Divide in Lane County.

List of Pipe To Be Furnished

Item No. 1. At station 9+35, a 72-inch 8-gauge protected
invert corrugated metal pipe 150-feet in length,
end slopes 1.7 horizontal to 1.0 vertical,
at lump sum - - - - - - - - - - - - - - - - - - $______________
Specified delivery date ______________

Item No. 2. At station 37+35, an 84-inch 8-gauge protected
invert corrugated metal pipe 188 feet in length,
end slopes 2.1 horizontal to 1.0 vertical,
at lump sum - - - - - - - - - - - - - - - - - - $______________

Specified delivery date ______________

Item No. 3. At station 44+10, a 96-inch 8-gauge sectional plate pipe 148 feet in length, end slope 1.7 horizontal to 1.0 vertical, at lump sum - - - - - - - - $__________

Specified delivery date ____________________

Item No. 4. At station 50+75, a 96-inch 8-gauge sectional plate pipe 142 feet in length, end slope 1.6 horizontal to 1.0 vertical, at lump sum - - - - - - - - $__________

Specified delivery date ____________________

Item No. 5. At station 69+67, a 96-inch 8-gauge sectional plate pipe 184 feet in length, end slopes 1.9 horizontal to 1.0 vertical, at lump sum - - - - - - - - $__________

Specified delivery date ____________________

Item No. 6. At station 76+75, a 102-inch 8-gauge sectional plate pipe 162 feet in length, end slopes 1.6 horizontal to 1.0 vertical, at lump sum - - - - - - - - $__________

Specified delivery date ____________________

Item No. 7. At station 107+30, a 138-inch 5-gauge sectional plate pipe 276 feet in length, end slopes 2.3 horizontal to 1.0 vertical, at lump sum - - - - - - - - - - - - $__________

Specified delivery date ____________________

Item No. 8. At station 111+32, a 138-inch 5-gauge sectional plate pipe 246 feet in length, end slopes 2.0 horizontal to 1.0 vertical, at lump sum - - - - - - - - $__________

Specified delivery date ____________________

Item No. 9. Opposite station 91+25, a 138-inch 7-gauge sectional plate pipe 40 feet in length, end slopes 1.5 horizontal to 1.0 vertical, at lump sum - - - - - - $__________

Specified delivery date ____________________

Form of Bids

Bidders should submit prices on such items as they can furnish within the time specified and under each item should signify the date on which delivery can be made. The State reserves the right to place the orders in the manner deemed most advantageous considering both price and delivery date.

Delivery Date

The latest delivery date acceptable under these specifications is April 1, 1952. Bidders will be required to list in the bid on each item the earliest delivery date that they can make, and such delivery dates will be considered in awarding the purchase order.

Measurement and Payment

The lengths given are the length from end to end of the pipe measured on the axis of the pipe. The price bid shall include all bands, bolts or other incidental material necessary for the installation. Payment will be made upon delivery of the material as specified herein.

Time of Receiving Bids

All bids on the material listed herein shall be delivered to the Oregon State Department of Finance and Administration, Procurement Division, Room 315, Capitol Building, Salem, Oregon, not later than 2 P.M. on Wednesday, November 21, 1951.

REVISED 6-51

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

November 21, 1951

Procurement and Services Division
Department of Finance and Administration
315 Capitol Building
Salem, Oregon

Attention: Mr. Roy Remington

Gentlemen:

Reference is made to bids received today for the furnishing of corrugated metal culverts and sectional plate culverts.

Bids were received on nine items. In our specifications it is set forth that the latest delivery date acceptable is April 1, 1952. Considering both the price and the compliance with delivery date as specified, we ask that the award be made as follows:

To the Beall Pipe & Tank Corporation:

✓ Item No. 2. At station 37+35, an 84-inch 8-gauge protected invert corrugated metal pipe 188 feet in length, end slopes 2.1 horizontal to 1.0 vertical, at lump sum - - - - - - - - - - - - - - $ 7,422.24

Specified delivery date: January 20, 1952

✓ Item No. 7. At station 107+30, a 138-inch 5-gauge sectional plate pipe 276 feet in length, end slopes 2.3 horizontal to 1.0 vertical, at lump sum - 18,304.32

Specified delivery date: April 1, 1952

✓ Item No. 8. At station 111+32, a 138-inch 5-gauge sectional plate pipe 246 feet in length, end slopes 2.0 horizontal to 1.0 vertical, at lump sum - 16,314.72

Specified delivery date: April 1, 1952

TOTAL $42,041.28

To Armco Drainage & Metal Products, Inc.

Item No. 1. At station 9+35, a 72-inch 8-gauge protected invert corrugated metal pipe 150-feet in length, end slopes 1.7 horizontal to 1.0 vertical, at lump sum - - - - - - - - - - - - - - - - - - -	$ 4,864.50
Specified delivery date: March 15, 1952	
Item No. 3. At station 44+10, a 96-inch 8-gauge sectional plate pipe 148 feet in length, end slope 1.7 horizontal to 1.0 vertical, at lump sum - - - - - - -	5,816.40
Specified delivery date: February 15, 1952	
Item No. 4. At station 50+75, a 96-inch 8-gauge sectional plate pipe 142 feet in length, end slope 1.6 horizontal to 1.0 vertical, at lump sum - - - - - - -	5,580.60
Specified delivery date: February 15, 1952	
Item No. 5. At station 69+67, a 96-inch 8-gauge sectional plate pipe 184 feet in length, end slopes 1.9 horizontal to 1.0 vertical, at lump sum - - - - - - -	7,212.80
Specified delivery date: February 15, 1952	
Item No. 6. At station 76+75, a 102-inch 8-gauge sectional plate pipe 162 feet in length, end slopes 1.6 horizontal to 1.0 vertical, at lump sum - - - - - - -	6,881.76
Specified delivery date: March 15, 1952	
Item No. 9. Opposite station 91+25, a 138-inch 7-gauge sectional plate pipe 40 feet in length, end slopes 1.5 horizontal to 1.0 vertical, at lump sum - - - - -	2,486.40
Specified delivery date: March 15, 1952	
TOTAL	$32,842.46

You will note that on the bid of the Beall Pipe & Tank Corporation, on Items No. 7 and 8 the delivery date is given as April 15, 1952. We have conferred with Mr. Beall and he has agreed to accept the order with a delivery date of April 1, 1952, as shown above.

We will appreciate as early action as is convenient.

Very truly yours,
R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

COMPARISON OF ESTIMATED UNIT COSTS FOR

SECTIONAL PLATE METAL CULVERTS AND EQUIVALENT SIZE CONCRETE CULVERTS

DIVIDE-[illegible] UNIT, DIVIDE-[illegible] [illegible] SECTION PROJECT NO. EFI-139 (9)

SECTIONAL PLATE METAL CULVERTS

Size	Opening Area, S. F.	[illegible] Culvert Cost per L. F.	[illegible] Installation Cost per L. F.	Total Cost per L. F.
96" - 8 Gauge	50.3	$15.00	$40.00	$55.00
102" - 8 Gauge	56.7	17.00	42.50	59.50
138" - 7 Gauge	104.0	22.00	62.00	84.00
138" - 5 Gauge	104.0	25.00	66.00	91.00

EQUIVALENT SIZE CONCRETE CULVERTS

	Concrete		Metal Reinforcement		
Size	Quantity per L. F.	Cost per L. F.	Quantity per L. F.	Cost per L. F.	Total Cost per L. F.
7'x7' (20' Fill)	.761 cu. yd.	$45.66	140.57 lbs.	$19.68	$ 65.34
6'x9' (20' Fill)	.839 cu. yd.	50.34	153.12 lbs.	21.44	71.78
10'x10' (10' Fill)	1.200 cu. yds.	72.00	209.26 lbs.	29.30	101.30
10'x10' (30' Fill)	1.514 cu. yds.	90.34	306.53 lbs.	42.91	133.75

Estimated Unit Costs:

Concrete	$60.00 per cubic yard
Metal Reinforcement	.14 per pound

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 26, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project BFI-189(9), Divide-Anlauf Unit, Comstock-Lawrence Access Road Grade Separation, Divide-Rice Hill Section of the Pacific Highway have today been recommended for approval subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Yours very truly,

C. G. Polk

C. G. Polk
District Engineer

Form E-1—10M—11-51

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report No. 78

FOR CONSTRUCTION PROJECTS ONLY

FINAL WEEKLY REPORT

For Week Ending August 8, 1953

Section Divide - Anlauf

Kind of work Grading & paving

Highway Pacific

Section prefix 10-1046

Contractor Slate & Hall

Contract number 3640

Date of contract February 18, 1952

Date of completion October 31, 1953

Date work started February 18, 1952

Estimated date of completion July 31, 1953

Amount of contract $1,690,041.00

Per cent of time elapsed 85 %

Estimated cost of completed project, exclusive of engineering $1,690,041.00

Per cent of contract completed, based on total contract price 99.5 %

Engineering cost to date $70,200.00, 54 %

Date project was completed July 31, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

All work has been completed on this project.

The field party has been working for Mr Mc Kinney at Reedsport.

The office is working on the semi-final estimate.

We expect to have the semi-final finished by the end of this month.

NOTED
H.G. SMITH

NO [illegible]
CORRESPONDENCE

RECEIVED
AUG 10 1953
OFFICE OF
CONSTRUCTION ENGINEER

Signed G. L. Decker., Resident Engineer

Address Cottage Grove, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	5.79	5.63			5.63
Miles partially completed	5.79	5.63			5.63
Miles completed	5.79	5.63			5.63
Total estimated quantities	1,217,000	177,000			40,000
Estimated quantities moved or placed to date	1,200,000	183,000 [illegible]			35,800
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY.	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday		all	
Wednesday			
Thursday		week	
Friday			
Saturday			

RECEIVED
AUG [illegible] 1953
FOR FILING

[illegible]
[illegible]

August 4, 1953

Mr. [illegible] Hall
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed July 31, 1953 on Contract No. 3640, Divide-[illegible] Unit, Evidence Hill Section, in connection with Federal Aid Project No. [illegible].

Very truly yours,

[illegible]
State Highway Engineer

By

[illegible]
Assistant State Highway Engineer

DBP:eg

cc: [illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
June 17, 1953

SUBJECT: 10-1046

To: H. G. Smith
Construction Engineer

Original to Mr Smith

Dear Sir

No provision was made for installation of asphaltic concrete bars on the Divide-Anlauf Project except at the point south of Comstock where the transition is made from four lane to two lane highway.

I recommend installation of these markers on the four lane section in the same manner and of the same type as installed on Judkins Point-Goshen. The cost will approximate $7,000.00 at the bid price of $1.00 per lineal foot.

Our lattest check on this project indicates an underrun of about $27,000.00 under the project authorization. Installation of the bars recommended would reduce the saving to approximately $20,000.00. May we have your approval to proceed.

APPROVED $7,000.00
ASST STATE HIGHWAY ENGINEER
Date 6-22-53

Very truly yours

Tom Edwards
Division Engineer

TE:rw

RECEIVED
53
FOR FILING

June 3, 1953

Tide Water Associated Oil Company
Western Division
870 Pittock Block
Portland 5, Oregon

Attention Mr. M. C. Coleman, District Sales Manager

Gentlemen:

Reply is made to your letter of June 1, 1953, your File No. 21.03, in which you inquire as to the name of the bond company and the amount of the bond covering J. C. Compton Company, who is completing the paving work for the prime contractor on the Divide-Anlauf Unit of the Divide-Rice Hill Section of the Pacific Highway.

The contract to which you refer is State Highway Contract No. 3640. The prime contractor is Fred H. Slate Company Oregon Limited and E. C. Hall Company as a joint venture. The bond furnished by the contractor in this instance was written by two companies, the Great American Indemnity Company for whom Wells-Reed Insurance Agency are the local agents with offices in the Failing Building in Portland and the Maryland Casualty Company for whom Hanson and Roland Incorporated of Oregon are the representatives with offices in the Henry Building in Portland. The Highway Commission has no knowledge of any bond that may have been furnished by J. C. Compton to the prime contractor. In fact, the Highway Commission does not recognize the subcontractor on any of its work. The Commission holds the prime contractor and its surety solely responsible for completion of the project and satisfaction of claims that may arise out of it.

You ask for the project number on this job. The project number is 4037 but this should not be confused with the contract number which, as stated above, is No. 3640. The contract number should be referred to in filing claims against the job.

Respectfully yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

HBG:ehr

TIDE WATER ASSOCIATED OIL COMPANY
WESTERN DIVISION
870 PITTOCK BLOCK
PORTLAND 5, OREGON

M. C. COLEMAN
DISTRICT SALES MANAGER

DOMESTIC SALES
DEPARTMENT

June 1, 1953

File: 21.03

Mr. H. B. Glaiser
Room 133
Oregon State Highway Department Building
Salem, Oregon

Attention: Mrs. Lewis

Dear Mr. Glaiser:

Kindly advise us the name of bonding company and amount of bond covering sub-contractor J. C. Compton now completing paving for Prime Contractor Leonard & Slate, Ltd., Portland, Oregon on following project:

"Divide Anlauf unit of the Divide Rice Hill Section of the Pacific Highway about 5 miles south of Cottage Grove. Federal Aid Project B.F.I.-189-(9) 5.6 miles of grading and paving. Amount of Contract $1,530,464.00. Bid opening date, December 21, 1951."

If you can provide us with the project number we will also be very grateful to you.

You may recall our Mr. Perley conferred with your Mrs. Lewis with respect to our obtaining such information as it pertains to the names of surety companies covering various accounts which we may be serving from time to time.

A self-addressed and stamped envelope is enclosed for your reply.

Yours very truly,

TIDE WATER ASSOCIATED OIL COMPANY

M. C. Coleman a

M. C. Coleman
District Sales Manager

AMP;bt
Enclosure

ANSWERED
H. B. GLAISER

RECEIVED

RECEIVED
FOR FILING
FORM E-30X 25M 11-50 4470

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 28, 1952

SUBJECT:

To:

Mr. H. G. Smith
Construction Engineer
Office

NOTED
W. C. WILLIAMS

Dear Mr. Smith:

A member of the Legal and Right of Way Department had occasion yesterday to pass through the construction work now being carried on on the Divide-Anlauf Section of the Pacific Highway, and the fact that he was driving a State car, he was approached by numerous persons being delayed by the construction work, complaining of the delay which appeared to these persons to be unduly long.

It seems that this particular stoppage of traffic was occasioned during blasting at two places, and the removal of material from the roadway, to permit traffic to pass. At the time our employee was stopped at the construction area, there were twenty-five cars ahead of him, and within twenty minutes he counted eighty cars behind him within view, with other vehicles being beyond a curve in the road, and our Department car was delayed for a total of forty-seven minutes.

I am bringing this matter to your attention because of the vociferous complaints registered by the motorists at the time of this delay, which delay may or may not have been necessary, so that you may make whatever investigation, if any, you deem advisable to determine whether or not the contractor, Leonard & Slate, is fully responding to his obligations under the contract to maintain the flow of traffic through the construction area without undue delay.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:avh
cc - W. C. Williams

RECEIVED
JUL 30 1952
FOR FILING

July 28, 1952

Mr. L. P. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

As requested in your letters of June 25 and July 14 (your File 323-3), I am enclosing a copy of the resolution authorizing the Lane County Court to execute the quitclaim deed covering release of railroad encroachments on the Pacific Highway.

I am advised that a copy of the court order from Douglas County was sent to you direct, on July 16.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

me

Encl.

FORM E-30 25M 3-51 47196

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

July 28, 1952
Salem, Oregon

SUBJECT: Assignment No. 3550

To: Mr. W. C Williams
OFFICE

Attached is a copy of a Lane County resolution authorizing the execution of the quitclaim deed. Douglas County authorized the execution of the quitclaim deed in that county by court order dated May 29, 1952. A copy of this court order was forwarded by Douglas County directly to L. P. Hopkins, Southern Pacific, on July 16.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
John F. Hagemann
Assistant Engineer

JFH:MM
Att.

RECEIVED
JUL 28 1952
OFFICE OF
STATE HIGHWAY ENGINEER

ate: July 15, 1952 AS MENT

No. 35
By wcw

Description: Letter of July 14 by L. P. Hopkins of Southern Pacific Company asking for resolutions from Douglas and Lane Counties authorizing County Courts to sign quitclaim deeds for road changes between Divide and Comstock

Acknowledged by _ _ _ _ _ Referred to _ _ Cattrall ✓ _ _ _ _ _ _ _ _ _ _ _ _

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _ _ _ _ _ _ _ _ _ _ _ _ _ signature
_ _

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 1-28-52 Report received _ _ _ _ _ _ _ _

Remarks: Please obtain resolutions. Check with Enfield.
WCW

S-2600

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

L. P. HOPKINS
SUPERINTENDENT

IN REPLY PLEASE REFER TO
323-3

July 14, 1952

Mr. W C Williams
Asst. State Highway Engineer
Oregon State Highway Dept.
Salem, Oregon

PLEASE RETURN TO
W. C. WILLIAMS

Dear Mr. Williams:

Yours June 30th in which you advised you send quitclaim deeds from Lane and Douglas Counties for road changes which State is making between Divide and Comstock.

We did receive both counties' quitclaims, however, we still need resolution from each county authorizing County Court to sign these agreements.

Yours truly,

7/11/52: Phoned Judge [illegible]. [illegible] would prepare [illegible] [illegible]
[illegible]
Phoned Comm. [illegible]
[illegible] J.F.H

NOTED
W. C. WILLIAMS

RECEIVED
JUL 11 1952
FOR FILING

K 71-1 [illegible]

Salem, Oregon
July 9, 1952

Mr. W. C. Williams
Asst. State Highway Engineer
Office

Attached hereto is a conformed copy of an agreement with the Southern Pacific Railroad Company concerning parallel encroachments of the railroad right of way on the highway reconstruction work between Divide and Comstock on the Pacific Highway in Lane and Douglas counties.

We have received in this office a fully executed copy of the above mentioned agreement and it is being filed as railroad agreement No. 392.

Yours very truly

Secretary

rn
Attach: 1

cc - Mr. H. G. Smith

RAILROAD COMPANIES
FILE No. 312

RECEIVED
FOR FILING

Southern Pacific Company
UNION STATION, PORTLAND 9, OREGON

L. P. HOPKINS
SUPERINTENDENT

IN REPLY PLEASE REFER TO

323-3

July 7, 1952

Mr. R H Baldock
Chief Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Yours June 16th relative to State Highway work between Divide and Comstock.

Herewith executed copy of agreement between Southern Pacific Co and State of Oregon covering encroachments in this vicinity. This instrument is for your record.

Yours truly,

L P Hopkins

392

REFERRED TO
BY SECRETARY

to file

notify [illegible]

RAILROAD COMPANIES
FILE No. 312. S-286C

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

L. P. HOPKINS
SUPERINTENDENT

IN REPLY PLEASE REFER TO

May 12, 1952

AGENDA
MAY 2 6 1952

323-3

5-M

REFERRED TO
Glaisyer
By Asst. Chief Engineer
agenda please.

Mr. R H Baldock
Chief Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

Refer to the parallel encroachments of the reconstruction work which State is proposing to do between Divide and Comstock.

We attach duplicate counterparts and one extra copy of proposed agreement between Southern Pacific Company and State of Oregon covering grant of easement to the State for highway purposes on several parcels of land shown tinted on our drawing F-182, dated March 13, 1952, also attached. You will note this agreement also includes grant of license to the State for continued use of that portion of the existing highway shown outlined in red on our drawing B-113, attached. This red portion being that portion of the highway under which the counties of Douglas and Lane acquired right of way years ago.

Original and one copy of proposed quit claim to be executed by County of Douglas by which the County will quit claim to our company the easement we granted them April 2, 1925, for portion of the existing highway to be abandoned.

Original and one copy of proposed quit claim to be executed by County of Lane by which County quit claims to our company its portion of the existing highway covered by easement granted to them April 17, 1925.

It is suggested that you present these State Highway agreements to the Commission for signature by its officers and have Douglas and Lane Counties sign the 2 quit claims, returning all easements and counterparts to us for further handling.

We particularly call your attention to Section 10. agreement with the State which requests that State obtain the County signatures to the quit claim. The signatures of the officers executing all instruments should be acknowledged and a certified copy of resolutions passed by the governing bodies of the Counties should be attached to the original of the quit claims authorizing execution thereof.

Yours truly,

M

c "A" 2 copies [illegible]
MAR

[illegible]

RECEIVED
FOR FILING

FORM E-30 37,500 6-52 56808

P.71 [illegible]

..11

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

July 8, 1952
Salem, Oregon

SUBJECT: Right of Way, Divide-Anlauf Section

To:
Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Mr. Williams:

Pursuant to your recent instructions, an estimate of acquiring some additional right of way on the above section has been made and is as follows:

File No. 17697	Griggs	$11,500.00
File No. 17691 L-1815	Leroy Lumber Co. Parcel #1 Parcel #2	 6,050.00 23,593.00
File No. 17694-5	Littlepage	18,000.00
		59,143.00
Plus 20% contingencies - - - - - - - - -		11,828.60
GRAND TOTAL - - - - - - - - - - - - - - -		$70,971.60

Very truly yours,

FORREST COOPER
Right of Way Engineer

By R. L. Porter
R. L. Porter
Ass't. Right of Way Engineer

RECEIVED
JUL 9 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RLP:jb

cc: Mr. Forrest Cooper

Files

RECEIVED

FOR FILING

REGISTERED MAIL

July 2, 1952

Fred H. Slate Co. & E. C. Hall Co.
Box 608, Lorane Route
Cottage Grove, Oregon

Contract No. 3640
Divide-Anlauf Unit
Divide-Rice Hill Section, Pacific Hy.

Gentlemen:

Herewith please find State warrant No. 43706, dated June 30, 1952, payable to Fred H. Slate Co. and E. C. Hall Co. in the amount of $2,383.74, which warrant is to cover extra premium for insurance on Contract No. 3640 for the construction of the Divide-Anlauf Unit of the Divide-Rice Hill Section of the Pacific Highway.

Kindly acknowledge receipt of payment on the enclosed yellow form and return the same to the writer.

Very truly yours,

C. W. ENFIELD

By
J. W. DeSOUZA
Assistant Counsel

JWD:mb
Enc. check

BY SECRETARY

BY SECRETARY

BY SECRETARY

NOTED
F. QUERY

RECEIVED
FOR FILING

3410

June 30, 1952

Mr. L. P. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Your File: 323-3

Dear Sir:

In your letter of June 25 you requested a certified copy of the resolution authorizing the Lane and Douglas County Courts to sign quitclaim deeds. In the same letter you advised of receipt of the quitclaim deed from Lane County and requested that the quitclaim deed from Douglas County be forwarded.

Under date of June 16 I forwarded to you quitclaim deeds from both Lane and Douglas Counties, there being one copy of each. Please recheck your files and see if you have the Douglas County deed.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

WCW:me

S-2650

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

IN REPLY PLEASE REFER TO

L. P. HOPKINS
SUPERINTENDENT

June 25, 1952

323-3

Mr. W C Williams
Asst State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Yours June 16th with which you returned Lane County's quit claim deed for property which they have under easement from Southern Pacific Co. between Divide and Comstock.

We request you obtain from County Court of Lane County certified copy of resolution authorizing Court to sign these instruments. We also require return of the Douglas County quit claims and necessary resolutions to cover.

Yours truly,

L P Hopkins

FOR FILING

June 16, 1952

Mr. L. P. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

I enclose herewith one copy each of two quitclaim deeds signed by Lane and Douglas County Courts, covering release of railroad encroachments on the Pacific Highway in the two counties.

These deeds cover encroachments on the Divide to Comstock section, and agreements covering new encroachments, et cetera on this section have been executed by the State Highway Commission and previously forwarded to you by the Commission's Secretary.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

WCW:me

Encl.

ay 20, 1952

ASSIGNMENT

No. 3418
By

Description: Quitclaim deeds (2 each), Douglas and Lane Counties as first parties and Southern Pacific Company as second party, covering properties in the respective counties

Acknowledged by _____ Referred to __Cattrall_______

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ___________________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 6-5-52 Report received ________

Remarks: For Lane and Douglas County execution. These are merely releases of old RR encroachments on Pacific Highway.
WCW

FORM E-90 25M 3-51 47196

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 4, 1952

SUBJECT: Assignment No. 3410

To: Mr. W. C. Williams
OFFICE

Herewith one copy each of two quitclaim deeds signed by Lane and Douglas Counties and the Southern Pacific Co. covering releases of railroad easements on the Pacific Highway in the two counties.

This completes Assignment No. 3410.

John W. Cattrall
Engineer, County and City Relations

By

Robert H. Prange
Robert H. Prange
Office Engineer

NOTED
W. C. WILLIAMS

RHP:MM
Att.

RECEIVED
JUN 4 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RAILROAD COMPANIES
FILE No. 372

B71-[illegible]
#3640

June 5, 1952

Agenda Item 5-n

Southern Pacific Company
Union Station
Portland 9, Oregon

Attention: L. P. Hopkins
Superintendent

Gentlemen:

We are enclosing herewith the original and duplicate copy of an agreement between the Southern Pacific Company and the State Highway Commission concerning parallel encroachments of the railroad right of way on the highway reconstruction work between Divide and Comstock on the Pacific Highway in Lane and Douglas Counties. These copies have been signed by the State Highway Commission and are now ready for the signatures of the officials of the Railroad Company.

When fully signed please return one copy to this office for the Commission's files.

The quitclaim deeds pertaining to this agreement have been sent to the County Courts of Lane and Douglas counties.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary #372

rn
Enc. 2

P.S. Mr. Glaisyer has conformed copy.

[illegible]RED TO
BY SECRETARY

When [illegible] executed [illegible]
conformed copy [illegible]

RECEIVED
JUN 9 1952
FOR FILING

June 2, 1952

Mr. Ben R. Chandler, Chairman
Oregon State Highway Commission
Post Office Box 809
Coos Bay, Oregon

Dear Mr. Chandler:

Engineering costs as indicated on the attached progress sheet for the months of March and April are in error. The Highway Commission authorized the purchase of culvert pipe in advance for this project, and the cost of a portion of the culvert pipe was erroneously charged to the project under the engineering prefix.

The total expenditure to the end of April for engineering is $8,373.07, or some $40,000 less than indicated.

A transfer correcting this error will be processed by the Accounting Division, and the May manual of construction projects in progress will be corrected accordingly.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

Enclosure

FORM E-30 25M 1-52 55419

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 29, 1952

SUBJECT: Engineering Costs on Contract 3640

To:

Mr. W. C. Williams
Assistant State Highway Engineer
OFFICE

NOTED
W. C. WILLIAMS

The Commission at the November meeting authorized the expenditure of approximately $70,000 for metal culvert pipe to be used on the Divide-Anlauf Section of the Pacific Highway. Function No. 900, denoting engineering charges, was shown on the Purchase Requisition originated by the Bridge Department and the receiving record certifying the receipt of this pipe carried the same function. Therefore, the charges were processed through the Cost Records against engineering.

The correct charges for engineering costs at the end of April should have been $8,373.07. A transfer correcting this error will be processed by the Accounting Division and the May manual of construction projects in progress will be corrected accordingly.

C.H. Maison
C. H. Maison, Manager
Accounting Division

CHM:wm

RECEIVED
MAY 29 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FOR FILING

B71-[illegible]

Indexed
Alphabetically

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 28, 1952

SUBJECT:

To: Mr. [illegible] C. Williams
Ass't. State Highway Engineer
OFFICE

Dear Sir:

Reference is made to record of Assignment No. 3233, pertaining to the complaint of Mr. [illegible] Max Ames of Curtin, stating that the contractor had burned some of the fence posts on his property in connection with the Divide - Anlauf contract.

Please be advised that the contractor has now replaced the posts and apparently Mr. Ames is satisfied.

Very truly yours,

[illegible] Smith
Construction Engineer

By Edwin A Pease
Edwin A. Pease
Construction Office Engineer

EAP:sh

Enc.

RECEIVED

March 10, 1952

ASSIGNMENT

No. 3[illegible]
By [illegible]

Description: Letter of R. Max Ames of 109 Ranch, Curtin, Oregon, stating he has removed fence along west side of property acquired by State and asks that engineers set stakes in order that he may rebuild fence in proper location

Acknowledged by ----- Referred to Smith

Investigate and report with recommendation
xxx Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ----------------------- signature

Assignment executed [illegible] Report received ---------

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS

HEREFORD CATTLE

ROMNEY SHEEP

WHITE LEGHORN CHICKENS

109 RANCH

MR. AND MRS. R. MAX AMES
CURTIN, OREGON

RECEIVED
MAR 11 1952

March 6, 1952.

State Highway Department
Salem
Oregon

File No. 17994
Comstock-Anlauf Section
Pacific Highway

Gentlemen:

I have removed portion of fence along west side of property acquired by you for highway purposes and wish you would have engineers set stakes in order that I may rebuild fence in proper location.

When I removed fence, I piled posts removed near new property line. This AM some of the contractors men working on clearing crew, carried most of the posts over to where they were burning and used them to start fires with. Please have these posts replaced.

PLEASE RETURN TO
W. C. WILLIAMS

NOTED

In connection with payment for property involved will you please mail check covering same to the Federal Land Bank, Roseburg, Oregon.

Thanking you for your attention to these matters.

Yours truly,

R Max Ames

NOTED
W. C. WILLIAMS

RECEIVED
MAR 10 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED

FOR FILING

[illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Eugene, Oregon.
April 4, 1952

SUBJECT: Grade Separations at Comstock

To: Mr. H. G. Smith
Construction Engineer
Salem, Oregon.

Attention: E. M. Booth

[illegible]
W. C. WILLIAMS

Dear Sir:

The grade separation at station 188 and the culvert logging underpass at station 206+50 on the Divide - Anlauf section of the Pacific Highway have been revised to provide added clearance as per instructions from Mr. W. C. Williams. The main line grade was raised to give additional vertical clearance. Excavation for the under-crossings will effect a balance on the raised grade.

Two revised right-of-way descriptions and an estimate of quantities and costs are enclosed. The vicinity map tracings of the two installations are being mailed under separate cover.

Very truly yours

J. C. Chapman

J. C. Chapman
Resident Engineer.

CC: W. C. Williams ✓
Tom Edwards

[illegible] - [illegible]lauf Unit

[illegible]e Separation at 188+00.
12' x 13' Culvert Underpass at 206+50.

ESTIMATE OF QUANTITIES AND COSTS

ITEM	UNIT	STA. 188	STA. 206+50	ALLOW.	TOTAL	UNIT COST	AMOUNT
Struct. Exc.	Cu.Yd.	45	125	20	190	3.00	570.00
Gen. Exc.	Cu.Yd.	19,488	6,386	2,526	28,400	0.48	13,632.00
12" Conc. Pipe	Lin.Ft.		180	20	200	3.00	600.00
18" Conc. Pipe	Lin.Ft.	63		7	70	4.00	280.00
Class "A" Conc.	Cu.Yd.		127.7	12.3	140	60.00	8,400.00
Metal Reinf.	Lbs.		21,145	2,155	23,300	0.12	2,796.00
Metal Guard Rail	Lin.Ft.	250		25	275	3.50	962.50
3"-0" Material in Base	Cu.Yd.	1,788	760	252	2,800	2.30	6,440.00
¾"-0" " " " " " "	Cu.Yd.	526	224	75	825	2.40	1,980.00
Sprinkling	M-Gal.	58	25	7	90	2.00	180.00
Timber Structure	Lin.Ft.		80		80	125.00	10,000.00
Concrete Structure	Lin.Ft.	68		2	70	350.00	24,500.00
							70,340.50
			Engineering and Contingencies, 12½%				8,792.50
							79,133.00

Alternate for C - 11 Oil Mat at Station 188 only.
0.5 mile at 5500.00 — 2,750.00

Total. 81,883.00

RECEIVED
FOR FILING
FORM E-30X 29M 11-50 44702

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 19, 1952

SUBJECT:

NOTED
W. C. WILLIAMS

To:

Mr. Tom Edwards
Division Engineer
State Highway Dept.
Roseburg, Oregon

Dear Sir:

This is to advise that the Subcontract between Fred H. Slate Company & E. C. Hall Company, prime contractors, and Victor Johnson, covering Items 26 and 27 on the Divide - Anlauf Contract No. 3640, Ore. BFI-189 (6), is approved, and you may so advise the interested parties.

I am returning herewith four copies of the subcontract for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

Encls.

cc W. C. Williams
C. G. Polk (2)

RECEIVED
MAR 18 1952
FOR FILING

March 17, 1952

Fred H. Slate Co.Oreg.Ltd. &
E. C. Hall Co.
7805 S. W. 40th Avenue
Portland 19, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3640, which was awarded to you on February 18, 1952 by the State Highway Commission, for grading and paving on the Divide-Anlauf Unit of the Divide-Rice Hill Section of the Pacific Highway in Douglas and Lane Counties.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
MAR
FOR FILING

February 28, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on February 18, 1952 on Contract No. 3640, Divide-Anlauf Unit of the Divide-Rice Hill Section, in connection with Federal Aid Project No. BFI-189 (9).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

RECEIVED
FOR FILING
OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

February 26, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Oregon Project BFI-189(9)
Divide-Anlauf - Allotment
authorization BPR Serial No.
D 35-139.

Dear Sir:

Attached are two copies of subject authorization dated February 25, 1952 covering 18 tons carbon steel for second quarter 1952 delivery.

Very truly yours,

C. G. POLK
District Engineer

By W. H. Schwiesow

W. H. SCHWIESOW
Highway Engineer

NOTED
State Highway Engineer

Encl.

CC - C. A. Gardner

A-1

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
Division 8

Fred H. Slate, Oreg. Ltd., and
E. C. Hall Co.
7805 S. W. 40th Avenue
Portland 19, Oregon

Date: February 25, 1952
BPR Serial No. D 35-139
State: Oregon

Gentlemen:

HIGHWAY PROJECT IDENTIFICATION

Oregon Project BPI-189(9), Divide-Anlauf

Specific Item	Quantity	Allotment Number	Period Valid
Carbon steel	18 tons	J-3-2052	Second quarter 1952

You are hereby authorized to use the Bureau of Public Roads Allotment Number for the controlled material items, quantities, and periods specified above. The quantities are not to be exceeded and the use of the allotment number is valid only for the period specified. The use of the allotment numbers is subject to the following conditions:

1. The contractor, in addition to placing the Allotment Number on his material order, shall certify as follows: "Certified under CMP Regulation 6," and sign and date.

2. Materials received pursuant to this authorization must be used only in the construction of the designated projects, not in excess of the amount indicated for these projects. Further, the conditions set forth apply to the allotment authorized for these projects and do not affect the conditions that may be set forth for other projects under contract by you.

3. If you do not need to use this allotment number for the full amount of controlled materials authorized for the above-named projects, you must promptly notify the District Engineer for the Bureau of Public Roads of the amount not needed so that this authorization may be reduced and these materials authorized for other projects. The following is the District Engineer's address:

Room 408, State Highway Building
Salem, Oregon

4. Section 17(b) of CMP Regulation 6 provides that each contractor shall retain for at least two years at his regular place of business all documents upon which he relies as entitling him to receive an allotment of controlled materials, together with a record of the actual quantities received.

5. This allotment of steel and copper does not constitute a waiver of the requirements to secure authority to commence construction under NPA Order M-4, when such authority is necessary.

Correspondence and inquiries concerning this authorization should be addressed to the Bureau of Public Roads representative indicated in the paragraph numbered 3.

If a further allotment of steel or copper is needed for the above-named projects, application should be made through the State highway department to the Bureau of Public Roads District Engineer. Such application must be made at such time in advance as is specified in Schedule III of CMP Regulation 1, plus the time required to process the application. (The lead time required by the mills for most carbon steel is 45 days in advance of the first day of the month in which shipment is requested).

This action is taken pursuant to the Defense Production Act of 1950, DPA Program Determination, and CMP Regulation 6 relating to construction under the Controlled Materials Plan.

COMMISSIONER OF PUBLIC ROADS

By
W. H. LYNCH
Division Engineer

This letter implies no obligation on the part of the State Highway Department or of the Bureau of Public Roads to revalidate this allotment to a subsequent period in the event a rated order pursuant to it is not placed by you before the end of the period of availability specified above.

Feb. 25	D35-139	Allotment authorisiation for 18 tons first quarter steel.
Dec. 17	D35-124	Rating authorization for sectional plate (issued to State).

(See also D35-130 and D35-134, other contracts with same Federal-aid number).

A-1

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
Division 8

Fred H. Slate, Oreg. Ltd., and
E. C. Hall Co.
7805 S. W. 40th Avenue
Portland 19, Oregon

Date: February 25, 1952
BPR Serial No. D 35-139
State: Oregon

Gentlemen:

HIGHWAY PROJECT IDENTIFICATION

Oregon Project BFI-189(9), Divide-Anlauf

Specific Item	Quantity	Allotment Number	Period Valid
Carbon steel	18 tons	J-3-2Q52	Second quarter 1952

You are hereby authorized to use the Bureau of Public Roads Allotment Number for the controlled material items, quantities, and periods specified above. The quantities are not to be exceeded and the use of the allotment number is valid only for the period specified. The use of the allotment numbers is subject to the following conditions:

1. The contractor, in addition to placing the Allotment Number on his material order, shall certify as follows: "Certified under CMP Regulation 6," and sign and date.

2. Materials received pursuant to this authorization must be used only in the construction of the designated projects, not in excess of the amount indicated for these projects. Further, the conditions set forth apply to the allotment authorized for these projects and do not affect the conditions that may be set forth for other projects under contract by you.

3. If you do not need to use this allotment number for the full amount of controlled materials authorized for the above-named projects, you must promptly notify the District Engineer for the Bureau of Public Roads of the amount not needed so that this authorization may be reduced and these materials authorized for other projects. The following is the District Engineer's address:

Room 408, State Highway Building
Salem, Oregon

4. Section 17(b) of CMP Regulation 6 provides that each contractor shall retain for at least two years at his regular place of business all documents upon which he relies as entitling him to receive an allotment of controlled materials, together with a record of the actual quantities received.

5. This allotment of steel and copper does not constitute a waiver of the requirements to secure authority to commence construction under NPA Order M-4, when such authority is necessary.

Correspondence and inquiries concerning this authorization should be addressed to the Bureau of Public Roads representative indicated in the paragraph numbered 3.

If a further allotment of steel or copper is needed for the above-named projects, application should be made through the State highway department to the Bureau of Public Roads District Engineer. Such application must be made at such time in advance as is specified in Schedule III of CMP Regulation 1, plus the time required to process the application. (The lead time required by the mills for most carbon steel is 45 days in advance of the first day of the month in which shipment is requested).

This action is taken pursuant to the Defense Production Act of 1950, DPA Program Determination, and CMP Regulation 6 relating to construction under the Controlled Materials Plan.

COMMISSIONER OF PUBLIC ROADS

By
W. H. LYNCH
Division Engineer

This letter implies no obligation on the part of the State Highway Department or of the Bureau of Public Roads to revalidate this allotment to a subsequent period in the event a rated order pursuant to it is not placed by you before the end of the period of availability specified above.

Feb. 25	D35-139	Allotment authorisiation for 18 tons first quarter steel.
Dec. 17	D35-124	Rating authorisation for sectional plate (issued to State).

(See also D35-130 and D35-134, other contracts with same Federal-aid number).

RECEIVED
1952
FOR FILING

mgs
KDJ

Salem, Oregon
February 26, 1952

Divide-Anlauf Unit of the
Divide-Rice Hill Section
Pacific Highway, Contract #3640

Mr. Tom Edwards
Division Engineer
Division III
Roseburg, Oregon

Dear Mr. Edwards:

It was anticipated and intended that $10,000. be included in the authorization for the subject project for roadside development.

As this amount was inadvertently omitted, it is requested that $10,000. be ear-marked for the above purpose from the $72,776.88 Contingency Funds contained in the project authorization. Subsequent development may preclude this proposal but every effort should be made to reserve the above amount for use by the Landscape Engineer.

Yours very truly,

R. H. Baldock
State Highway Engineer

by

W. C. Williams
Assistant State Highway Engineer

cc - M. G. Smith
H. H. Astrup

RECEIVED
FOR FILING
OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

February 18, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been secured for Oregon Project BFI-189(9), Divide-Anlauf Unit, Divide-Rice Hill Section of the Pacific Highway, we hereby concur as of this date in award of contract to Fred H. Slate Co., Oregon Limited and E. C. Hall Co., of Portland, Oregon, on the basis of the low bid submitted by Leonard and Slate, Oregon Limited and E. C. Hall Co. in the amount of $1,530,464.00 at the December 20, 1951 bid opening.

It isour understanding that, subsequent to submission of the bid, the contracting firm changed its name as indicated above.

Very truly yours,

C G Polk
C. G. Polk
District Engineer

RECEIVED
FOR FILING

February 18, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence is requested in the award today of contract for 5.6 miles of grading and paving on the Divide-Anlauf Unit of the Divide-Rice Hill Section of the Pacific Highway, Project BFI-189 (9), to Fred H. Slate Co. Oregon Limited and E. C. Hall Co. of Portland, Oregon, on the basis of the bid submitted by Leonard & Slate Oregon Limited and E. C. Hall Co. on December 20, 1951.

In explanation of the awarding of this contract to a name differing from the name under which the bid was submitted, we advise that subsequent to the submission of the bid, the Leonard & Slate Oregon Limited has assigned its right, title and interest in the bid and contract to the Fred H. Slate Co. Oregon Limited.

All rights of entry required in connection with the project have been acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:gs

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1952
FOR FILING

AGENDA
FEB 19 1952

4.d

February 18, 1952

Fred H. [illegible] Co. Ore. Inc.
7805 S. W. 40th Avenue
Portland, Oregon

E. C. Hall
12012 S. W. Barbur Blvd.
Portland, Oregon

Gentlemen:

The State Highway Commission on December 20, 1952 accepted your proposal to grade and pave the Divide-Anlauf Unit of the Divide-Rice Hill Section of the Pacific Highway in Douglas and Lane Counties, for the sum of $1,530,464.00, and awarded contract No. 3640 to you subject to clearance of right of way and concurrence received by the Bureau of Public Roads. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

I am enclosing a copy of the proposal form, which contains specifications, and may be useful pending preparation of the contract forms.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls

cc: H. G. Smith
Goldie Lewis
S. H. Probert
W. M. Franzwa, SIAC

54 C

[illegible]IC SERVICE
[illegible]ck the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		LETTER TELEGRAM	
VICTORY LETTER		SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

[illegible]lem, Oregon
[illegible] 15, 195[illegible]
[illegible]

Fred H. [illegible] Co. Oregon [illegible]
7805 [illegible] 47th Ave.
Portland, Oregon

[illegible] C. Hall
12012 [illegible] Barbur Blvd.
Portland, Oregon

The State Highway Commission today received [illegible] on governing award to you of contract for construction of [illegible] of the [illegible]-Rice Hill section of the Pacific Highway in Douglas and [illegible] which you submitted low bid on December 20, 1951. Contract forms will be [illegible] you shortly for execution.

[illegible] Gla[illegible]yer, Secretary
[illegible] HIGHWAY COMMISSION

cc: confirmation Auditor (5001-900)
C. W. Head Files

RECEIVED
FOR FILING

February 18, 1952

Mr. E. E. Mayo, Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

Dear Mr. Mayo:

I return herewith a copy of your letter of February 15 granting permit of entry on the Divide-Comstock Section, which copy Mr. Baldock has signed as accepted by the State of Oregon.

We thank you indeed for your cooperation in this matter which permitted us to award the contract within the time limit.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

WCW:me

Encl.

/

RECEIVED FOR
FILING FEB 19, 1952

-1 [illegible] 1(4)

[illegible]

S O U T H E R N   P A C I F I C   C O M P A N Y
65 Market Street, San Francisco 5, California

February 15, 1952

911/323

C
O
P
Y

Mr. R. H. Baldock (2)
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attn: Mr. Forrest Cooper

Dear Sir:

Referring to your telegram of February 11 concerning right of entry for all longitudinal encroachments between Divide and Comstock in order that construction contract may be awarded in advance of execution of formal easement and construction agreements between State and railroad.

The State of Oregon, through its Highway Department, is hereby granted permission to enter on our right of way on those areas over which easement is to be granted the State for slope encroachments at four locations between our Mile Posts 617 and 622. This permission is granted in order that the State may let its contract in advance of execution of formal agreements.

This right of entry is granted contingent upon the State's executing the formal agreements when presented and with the understanding that the Contractor is to execute usual form of agreement and furnish insurance coverage acceptable to Railroad in advance of performing any work on Railroad premises.

A copy of this letter is also furnished you for signature of the Highway Engineer, or his authorized agent, accepting the conditions under which the right of entry is granted, this copy to be returned to me when so accepted.

Yours very truly,

/s/ E. E. MAYO

ACCEPTED BY STATE OF OREGON

BY ____________________
State Highway Engineer

RECEIVED
FEB 18 1952
LEGAL DEPT.

CLASS OF SERVICE
This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

(42)..

WESTERN UNION

Files

1201

W. P. MARSHALL, PRESIDENT

SYMBOLS
DL=Day Letter
NL=Night Letter
LT=Int'l Letter Telegram
VLT=Int'l Victory Ltr.

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA140 OC167

O.FIA106 PD=FI SAN FRANCISCO CALIF 14 1137A 1952 14 11 56

R H BALDOCK=

OREGON STATE HIGHWAY ENGR SALEM ORG=

YOUR WIRE FEB 11 RE PERMIT OF ENTRY DIVIDE COMSTOCK. NOW HAVE AUTHORITY PERMIT RIGHT OF ENTRY REMAINDER DIVIDE COMSTOCK HIGHWAY IMPROVEMENT WHERE OUR RIGHT OF WAY AFFECTED UNDER SAME CONDITIONS PERMIT GRANTED ANLAUF OVERHEAD AND ADJACENT LONGITUDINAL ENCROACHMENT=

G E MAYO SP CO=

[illegible] Anlauf [illegible]

:MK CK CAK=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
1 8 1952
FOR FILING

CLASS OF SERVICE
This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

W. P. MARSHALL, PRESIDENT

(00).

SYMBOLS
DL=Day Letter
NL=Night Letter
LT=Int'l Letter Telegram
VLT=Int'l Victory Ltr.

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA217 OA529

O.FIA227 PD=FI SAN FRANCISCO CALIF 11 453P 1952 FEB 11 5 14

=R H BALDOCK:

=OREGON STATE HIGHWAY ENGR SALEM ORG=

YOUR WIRE PERMIT OF ENTRY DIVIDE-COMSTOCK. PERMIT OF 7TH COVERED ANLAUF OVERHEAD AND ADJACENT LONGITUDINAL ENCROACHMENT ONLY. WE ARE REQUESTING MANAGEMENT GRANT RIGHT OF ENTRY REMAINDER DIVIDE-COMSTOCK HIGHWAY IMPROVEMENT WHERE OUR RIGHT OF WAY AFFECTED:

=E E MAYO S P CO=.

RECEIVED
1952
FOR FILING

40

File

DOMESTIC SERVICE			
Check the class of service desired; otherwise this message will be sent as a full rate telegram			
FULL RATE TELEGRAM	X	SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE			
Check the class of service desired; otherwise this message will be sent at the full rate			
FULL RATE		LETTER TELEGRAM	
VICTORY LETTER		SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM ORG FEB 13 1952

E. E. MAYO, CHIEF ENGINEER
SOUTHERN PACIFIC COMPANY
65 MARKET STREET
SAN FRANCISCO 5, CALIFORNIA

HAVE RECEIVED YOUR PERMIT OF ENTRY DATED FEBRUARY 7 FOR ANLAUF OVERCROSSING AND ONE ADDITIONAL LONGITUDINAL ENCROACHMENT. WE UNDERSTOOD PERMIT OF ENTRY WOULD INCLUDE ALL OF LONGITUDINAL ENCROACHMENTS BETWEEN DIVIDE AND ANLAUF. PLEASE CONFIRM IF YOUR LETTER INTENDED TO COVER ALL ENCROACHMENTS AS WE UNDERSTOOD IT WOULD. OUR TIME TO AWARD CONTRACT WILL EXPIRE NEXT MONDAY. BEST PERSONAL REGARDS.

R. H. BALDOCK
STATE HIGHWAY ENGINEER

BFI-189(9)
OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

January 16, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project BFI-189(9), Anlauf-Divide Unit, Divide-Rice Hill Section of the Pacific Highway, have today been recommended for approval subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification all rights of way or rights of entry have been acquired.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
FOR FILING
OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

January 16, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Oregon Project BFI-189(9)
Anlauf-Divide Unit, Divide-Rice Hill Section of the Pacific Highway - Letter of Intent

Dear Sir:

It has been determined that the subject project meets eligibility requirements, based on the criteria of essentiality described in Section Two of the Commissioner's memorandum of June 12, 1951, for an allotment of controlled materials and priority assistance.

Within the steel, copper and aluminum quantity limitations received from the Defense Production Administration, allotment of controlled materials will be made to the project when the contractor is ready to order his materials.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
JAN 14 1952
FOR FILING

E71-18

January 9, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

In reply to your letter of January 4 having reference to a median between opposing lanes of traffic on the four-lane section of Project EFI-189 (9), Divide-Anlauf section of the Pacific Highway, please be advised that we have provided in our plans for a 52-foot pavement which will allow for a four-foot painted median strip. While the plans do not call for them, we will arrange to place raised asphaltic concrete bars in the median strip, which bars will be painted with reflectorizing paint. It is our belief that this is entirely satisfactory on this type of rural highway wherein the four lanes were provided only be reason of the fact that insufficient passing distance could be obtained for a two-lane roadway by reason of curvature.

It is our experience that raised concrete median strips should not be used unless lighted, particularly when frequent breaks must occur in the island. We do not consider it practical or in general advisable to use raised concrete medians in such isolated rural areas as pertains to the Divide-Anlauf Section and are certain that the raised bars will give the protection you seek.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me lg
cc Mr. W. C. Williams

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

January 4, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Our Division Office feels that a median should be provided between opposing lanes of traffic on the four lane highway, Project BFI-189(9), Divide-Anlauf Section of the Pacific Highway. It has been suggested that the State give consideration to adoption of either (d) or (e) type median as described in the attached copy of Deputy Commissioner Hilts' December 29, 1951 letter.

May we have your comments on this suggestion.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

[illegible]
W. C. [illegible]

Encl.

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[illegible]
[illegible] ISSION

C
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H-1.2

December 29, 1951

To: Mr. W. H. Lynch, Division Engineer, Portland 8, Oregon

From: H. E. Hilts, Deputy Commissioner

Oregon - Project BFI-189(9)

Reference is made to your memorandum of December 14 forwarding the P.S.& E. documents for the subject project.

In regard to the design of narrow medians, the study to which Mr. Loutzenheiser referred in general discussions with you about a year ago was culminated in the publication of the Highway Research Board Bulletin No. 35, "Highways with a Narrow Median." While specific conclusions from this symposium were not possible, a few general points are indicated in the synopsis summary.

Narrow median types might be classed in six general groups:

(a) Flush sections, either a contrasting surface type or delineated by striping

(b) Precast blocks or bars placed at intervals along the centerline

(c) Low rounded sections, only 1 to 3 inches high, usually corrugated

(d) Medians with curbs sloping about 45 degrees or flatter, usually less than 5 inches high

(e) Medians with sloping faces steeper than 45 degrees, with height of 4 to 6 inches

(f) Medians with higher barrier curbs

The first three sections have the advantage of not requiring openings at cross roads and driveways. The last three sections have better traffic safety aspects, but must be terminated at each opening. Type (d) and probably type (e) can be designed for placement at the edge of normal travel lane, but type (f) requires an offset.

For the conditions evident on the plans for the subject project, with scattered development along the highway, we would favor use of a type (d) or (e) median section. The openings would be few and since speeds will be fairly high, the positive separation of a curbed median is desirable. Types (b) and (c) would be of best advantage on a highway with ribbon development, where openings in a curbed median would be frequent. Type (a) would seem as suitable here as either (b) or (c) if there are reasons why a curbed median cannot be considered.

cc - Western Headquarters

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DEC 2 0 1951
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December 18, 1951

Mr. Fred Reed
Reed-Wells Insurance Co.
412 Failing Building
Portland, Oregon

Dear Mr. Reed:

In accordance with your telephoned request of this date, we enclose herewith the following data on the Divide-Anlauf Grading and Paving Project for which bids are to be received on December 20, 1951:

1. Excerpts from special provisions, pertaining to railway protection and insurance requirements, pages 45 to 49, inclusive.
2. Letter of December 15th concerning informational copy of agreement between contractor and Southern Pacific Company and other matters.
3. Informational copy of the agreement referred to above.

I trust this data will give you the information you desire.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

VGS'M:tp

Encl.

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DEC 1 1951
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DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

December 5, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project BFI-189(9), Divide-Anlauf Unit, Divide-Rice Hill Section of the Pacific Highway, have been recommended for approval, subject to the conditions statedin the Washington Office approval of your request for use of State-furnished large size culvert pipe, quoted in our letter of November 28, 1951, and subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification all rights of way or rights of entry have been acquired.

Please forward the usual copies of executed easement agreement with Southern Pacific Railroad prior to submission of the project agreement estimate.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

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OREGON DISTRICT

#2641

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

NOTED
W. C. WILLIAMS

November 28, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Oregon Project BFI-189(9), Divide-Anlauf
State-furnished large size culvert pipe

Dear Sir:

The Washington Office has wired its approval of your request subject to the conditions mentioned in its telegram quoted below:

> "STATE-FURNISHED LARGE-SIZE CULVERT PIPE SATISFACTORY PROVIDED ADEQUATE COMPETITION ESTABLISHED SPECIFICATION REQUIREMENTS SATISFIED AND PRICE REASONABLE. MATERIALS MUST BE INCORPORATED IN PROJECT WITHIN 45 DAYS AFTER PURCHASE DUE TO NPA PROHIBITION AGAINST STOCKPILING. APPROVAL GIVEN UNDER AUTHORITY PARAGRAPH 1.10(C) OF REGULATIONS WITH UNDERSTANDING NO REIMBURSEMENT TO STATE UNTIL MATERIALS ARE INCORPORATED IN PROJECT."

Very truly yours,

C. G. POLK
District Engineer

By W. H. Schwiesow

W. H. SCHWIESOW
Highway Engineer

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OREGON DISTRICT

BFI - 189(

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

November 19, 1951

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Your November 14 letter requested Bureau of Public Roads approval of a request to purchase by competitive bidding a substantial quantity of large size corrugated metal culverts for future use on the Divide-Anlauf Section of the Pacific Highway, Project BFI-189(9).

The proposed use of State furnished culverts has been recommended for approval subject to the condition that the pipe will be furnished under A.A.S.H.O. M-36 Specification and that a reasonable time limit is placed on the furnishing of the pipe and, further, that the low bid under competitive bidding, be accepted. Approval of the use of these materials must be secured from the Commissioner as provided in Section 1.10(c) Construction and Contracts, of the Federal Rules and Regulations.

Very truly yours,

C G Polk
C. G. POLK
Acting District Engineer

Copy [illegible]

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NOV [illegible] 1951
FOR FILING

[illegible]

[illegible]

November 14, 1951

C
O
P
Y

Mr. L. P. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

Under separate cover, I am sending you four copies each of the encroachment map for the Lane County Line-Comstock Section (Drawing No. 7B-6-19) and the Anlauf Section (Drawing No. 7B-10-9).

Cond. R/W Pac. [illegible]

In the Lane County Line-Comstock Section we request that the encroachment line be left as it has been for many years from opposite Station 1048 to Station 12150, although it is not absolutely needed for the new construction. We have found considerable use for the old pavements adjacent to modernized highways for the parking of Army convoys and similar uses, and we would be willing that the encroachment agreement provide that this be released at any time the Railroad needed the full right of way. We have shown the necessary part in yellow and the unnecessary part in green and suggest that it be submitted to your San Francisco office for its decision. We are agreeable to whatever decision it makes, so that no further correspondence is necessary.

Inasmuch as these encroachments are of minor nature, we request that they be expedited as much as possible, since we desire to get this section under contract in the near future.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

HGS:ar me

cc Mr. H. G. Smith

RECEIVED
FOR FILING

November 14, 1951

Mr. C. G. Polk
Acting District Engineer
Bureau of Public Roads
408 State Highway Building

Dear Sir:

Re: Divide-Anlauf Section of Pacific Highway in Lane and Douglas Counties, F.A.P. No. RFI-189(9)

The State intends to take bids for the construction of the Divide-Anlauf Section of the Pacific Highway in Lane and Douglas Counties at its meeting on December 20 and 21. In this section are eight relatively-large-size culverts, two of which are riveted pipe culverts in 72-inch and 84-inch diameters and six sectional plate culverts in 96-inch, 102-inch, and 138-inch sizes. Under present conditions delivery of this material is quite slow, and, in order that the contractor may have the material to fit into his construction program, the State proposes to purchase the pipe for delivery to the job prior to the award of the contract for the construction project.

Purchase of the pipe will be by competitive bidding through the State Purchasing Agent. We would ask your approval of this procedure for this specific job and the inclusion of the cost of this pipe as a cooperative item under the project.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP:gm
cc G. S. Paxson

RECEIVED
FOR FILING

[illegible]

# [illegible]

November 14, 1951

Mr. Harry Dorman, Director
Department of Finance and Administration
315 Capitol Building
Salem, Oregon

Attention: Mr. Roy Remington
State Purchasing Agent

Dear Sir:

Herewith five copies of the Specifications for Purchase of Culvert Pipe for the Divide-Anlauf Section of the Pacific Highway in Lane and Douglas Counties.

It is suggested that quotations be obtained at least from the Armco Drainage & Metal Products Company and from the Beall Pipe & Tank Corporation, as both of these companies have advised us they have material to supply part or all of the order.

You will note that we are asking that bids be received on November 21. It is important that the order be placed as early as possible so as to insure delivery.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

Attached
GSP:gm
cc G. S. Paxson

FI-1[illegible]9(9) Divide-Anlauf Unit of the 1942
Divide-Alder Hill Sec.
#3610 Inspection Reports

L-7701

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

IN REPLY PLEASE REFER TO

E. E. MAYO
CHIEF ENGINEER
C. R. TINKLER
VALUATION OFFICER
M. R. HAYNES
VALUATION AND TAX ENGINEER

FOR FILING

PFI-189(9)

16-10

File: 911/323

November 19, 1953

SUBJECT: Construction of Highway Between Anlauf and Divide, Oregon

NOTED
C. A. GARDNER

Mr. G. S. Paxson
Bridge Engineer
Oregon Highway Commission
Salem, Oregon

Dear Sir:

* Attached you will find three copies of Weekly Report Summaries Nos. 57 to 85 inclusive, and Supplement No. 1 to Weekly Report Summary No. 76, one of which is supported by duplicates of daily and weekly reports on Form L-7702.

These reports are in support of Estimate to be rendered covering the force account work done according to terms of Agreement Audit No. 88911, dated May 27, 1952.

Very truly yours,

E. E. Mayo
per C R Tinkler

* Encls.

RECEIVED
OREGON STATE HIGHWAY COMMISSION

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR W K REPORT OF LABOR AN M ERIAL USED

Project Divide-Anlauf Hgwy Constr. Location Siskiyou Line MP 621± 615± ~~G.O.~~ Audit No. 88911

Gang Division Engr's Report No. 54 ~~Daily or~~ [✓ Week Ending] April 4, 1953
and Daily 73 April 3, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector O D Young									4 3/4	2.33	11.07

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O D Young									
Dinner	1	1.50							1.50

Total Material 1.50

Equipment	Equipment Hours * A	B	C	D	E

Description of Work
A Inspection of Hgwy Constr.
B
C Reballasting S.P. Tracks and
D
E Slide areas.
F 3/4 Hr Traveling time 8⁰⁰ PM to 8⁴⁵ PM

* Note: Also report locomotive and automobile miles.

Weekly Report No. 54 - 4/4/53
Daily " No. 73 - 4/3/53

Correct O D Young Engr Inspector
Title—S. P. Co.

Approved
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WE[illegible] REPORT OF LABOR AN[illegible] ERIAL USED

Proje[illegible] Divide-Anlauf Hyw Constr Location Siskiyou Line MP 615± -21± ~~G.O.~~ Auth No. 88911

Gang Division Engrs Report No. 55 ~~Daily or~~ [✓ Week Ending] April 11, 1953
** No 74 Daily April 10, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector	O D Young				@ $410.00				5	2.33	11.65

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O D Young									
Dinner	1	175							175

Total Material 175

Equipment	Equipment Hours * A	B	C	D	E

Description of Work
A Inspection of Slide areas
B and drainage - paralleling
C S.P. Co tracks -
D
E One Hr. Traveling 8:00 PM to 9:00 PM
F Train No 20 -

* Note: Also report locomotive and automobile miles.

Weekly Report No, 55 - 4/11/53
Daily " No, 74 - 4/10/53

Correct O D Young Engr Inspector
Title-S. P. Co.

Approved G. T. Decker
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR W K REPORT OF LABOR AN M TERIAL USED

Project Delta-Antlers Hwy Constr. Location Siskiyou Line MP 6-1+ 615E Audit ~~Chrg.~~ No. 88911

Gang Division Engr's Report No. 56 ~~Daily or~~ [✓ Week Ending] April 18, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
		Nothing to Report									
									Total Labor		

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
								Total Material	

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A

B

C Nothing to Report

D

E

F

* Note: Also report locomotive and automobile miles.

Weekly No. 56. 4/18/53

Correct C. D. Young Engr. Inspector 120T

Title-S. P. Co.

Approved W. L. Decker

Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide-Anlauf Hyw Constr Location Siskiyou Line MP 621± 615± ~~G.O.~~ Audit No. 88911

Gang Division Engrs Report No. 57 ~~Daily or~~ [✓ Week Ending] April 25, 1953

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F		Hours	Rate	Amount
			Nothing to Report							
							Total Labor			

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
								Total Material	

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A
						B Nothing to Report
						C
						D
						E
						F

* Note: Also report locomotive and automobile miles.

Weekly Report No, 57 - 4/25/53

Correct AAYoung Engr-Inspector 1205
Title S. P. Co.

Approved G. F. Decker
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Proj. No. Div'l Hdqrs Hyd Constr. Location Siskiyou Line MP 615+ E.I.+ Rdwy G.W.O. No. 88911

Gang Division Engr-S Report No. 58 Daily or [✓ Week Ending] April 30, 1953
and Month Ending

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
				Nothing to Report							

Total Labor ______

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material ______

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A
B Nothing to Report
C
D
E
F

* Note: Also report locomotive and automobile miles.

Weekly No. 58 - 4/30/53
And Month Ending

Correct O. Young Engr Inspector SPT
Title-S. P. Co.

Approved W. G. Parker
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR W E Y REPORT OF LABOR A TERIAL USED

Project Divide-Comstock Hgw Location Siskiyou Line MP 6175 ~~Sta.~~ 6215 Audit No. 88911

Gang Division Engr's Report No. 59 Week Ending May 2, 1953

Including Weekly Reports No, 60, 61 and 62 -

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Weekly Report No, 60 - of May 9, 1953									} Nothing to Report -		
Weekly Report No, 61 - of May 16, 1953											
Weekly Report No 62 - of May 23, 1953											

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

	Description of Work
A	
B	Nothing to Report
C	
D	
E	
F	

* Note: Also report locomotive and automobile miles.

Weekly Reports No 59 - 5/2/53 -
No, 60 - 5/9/53 - No, 61 - 5/16/53 and 62 5/23/53

Correct O D Young Engr Inspector
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR W E Y REPORT OF LABOR A TERIAL USED

Project Divide-Comstock Hyw Location Siskiyou line M.P. 617± 621± Audit No. 88911

Gang Division Engr's Report No. 63 ~~Daily or~~ [✓ Week Ending] May 30, 1953

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector O.C. Young @ $410.00 P.M									7½	24405	18.30

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense O.C. Young									
Hotel	1	3.25							3.25
Breakfast	1	.90							.90
Lunch	1	1.00							1.00

Total Material 5.15

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A General Inspection of
B Hyw construction on and
C near S.P. Co. Right of way
D Slide areas and drainage
E
F

* Note: Also report locomotive and automobile miles.

Weekly Report NO, 63 5/30/53

Correct O.C. Young Engr Inspector
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR W E Y REPORT OF LABOR A TERIAL USED

Project Divide-Comstock Hyw Location Siskiyou line MP 617± 621± Audit ~~Auth.~~ No. 88911

Gang Division Engr's Report No. 76 [✓ Daily] or ~~Week Ending~~ May 28, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector - O.D. Young @ $410.00 P.M									4	2.4405	9.762

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense O.D. Young									
Breakfast	1	.90							.90
Lunch	1	1.00							1.00

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A General Inspection of Side
B and drainage areas
C on Southern Pacific
D Right Way -
E
F

* Note: Also report locomotive and automobile miles.

Daily Report No. 76 - 5/28/53

Correct O.D. Young - Engr-Inspector
Title-S. P. Co.

Approved S. L. Kleiber
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR W[illegible]Y REPORT OF LABOR A[illegible]TERIAL USED

Project Divide-Comstock Hyw Location Siskiyou Line M.P. 617± 621± Audit ~~[illegible]~~ No. 88911

Gang Division Engr's Report No. 75 [✓ Daily] or ~~Week Ending~~ May 27, 1953

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector	O.D.Young			@ $410.00		P.M.			3½	2.4405	8.54

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense O.D.Young Hotel	1	3.25							3.25

Total Material 3.25

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Traveling on Train No 329
B to Project 820 PM to 1136 PM
C to Inspect Slide and drainage
D areas - On S.P. Co Rightway
E
F

* Note: Also report locomotive and automobile miles.

Daily Report No 75, 5/27/53

Correct O.D.Young Engr Inspector
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR W E Y REPORT OF LABOR A TERIAL USED

Project Divide Comstock Hgw Location Siskiyou Line MP 617± 621± Audit ~~G~~ No. 88911

Gang Division Engr's Report No. 64 ~~Day~~ Week Ending June 6, 1953

And Including the following weekly reports

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Weekly NO,		65	-	June		13,	1953			Nothing to	
Weekly NO,		66	-	June		20,	1953			Report	
Weekly NO,		67	-	June		27,	1953				
{Weekly NO, {~~Month Ending~~		68	-	June		30,	1953				

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E	Description of Work
						A
						B Nothing to Report
						C
						D
						E
						F

* Note: Also report locomotive and automobile miles.

Weekly as follows NO,s Reports
64 - 6/6
65 - 6/13
66 - 6/20
67 - 6/27
68 - 6/30

Correct O.D. Young Engr Inspector
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide-Comstock Hyw Location Siskiyou line MP 617± 621± G.O. No. Audit 88911

Gang Division Engr's Report No. 69 Daily or [✓ Week Ending] July 4, 1953

and including the following week end reports

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Weekly Report No, 70 - July 11, 1953											Nothing to Report
Weekly Report No, 71 - July 18, 1953											

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work	
A	
B	Nothing to Report
C	
D	
E	
F	

* Note: Also report locomotive and automobile miles.

Weekly Reports Nos 69- 7/4/53
70- 7/11/53
71- 7/18/53

Correct O. Young Engr Tm...
Title-S. P. Co.

Approved
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project [illegible] Location [illegible] MP 172 62.15 Dist ~~G.O.~~ No. 83911

Gang Division Engrs Report No. 72 ~~Daily or~~ [✓ Week Ending] July 25, 1953

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F		Hours	Rate	Amount
Engr. Inspector O. L. Young								7½	22282	16,714
Total Labor										

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expence									
O L Young									
Hotel	1	2.50							2.50
Breakfast	1	.90							.90
Lunch	1	1.00							1.00
Total Material									4.40

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A General Inspection of
B
C Side areas and Hyw
D
E drainage paralleling
F and on S.P. Co Right way

* Note: Also report locomotive and automobile miles.

Weekly Report No 72 - 7/25/53

Correct O. L. Young Engr Inspector
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR W[illegible]E[illegible]Y REPORT OF LABOR A[illegible]TERIAL USED

Project Divide Comstock Hwy ~~Division~~ Siskiyou Line MP 617t Audit ~~G.W.O.~~ No. 88911

Gang Division Engrs Report No. 78 [✓ Daily] or ~~Week Ending~~ July 23, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector	O C Young @				$410.00	P.M			4	2.228	8.91
								Total Labor			

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
Personal Expense O C Young									
Breakfast	1	.90							.90
Lunch	1	1.00							1.00
								Total Material	1.90

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						General Inspection of Hwy
						B fencing, Demolition,
						C Land on Southern Pacific
						D Co. Rightway
						E
						F

* Note: Also report locomotive and automobile miles.

Daily Report No 78, 7/23/53

Correct O C Young Engr Inspector
Title-S. P. Co.

Approved G. L. Kleiker
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR W E Y REPORT OF LABOR A TERIAL USED

Project Divide Constr. Hyw Location Siskiyou Line Mp 617± [illegible] 621± ~~Gang~~ No. 88911

Gang Division Engrs Report No. 77 [✓ Daily] or [illegible]g July 22, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector	O.L. Young @ $410.00 P.M.								3½	2.2282	7.80
								Total Labor			

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense O.L. Young Hotel	1	2.50							2.50
								Total Material	2.50

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Traveling to [illegible] M.P. 579 on Project

B to Inspect Slide and Cleaning [illegible]

C Working on Reports

D

E

F

* Note: Also report locomotive and automobile miles

Daily Report No. 77 - 7/22/53

Correct O.L. Young Engr Inspector
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR W[illegible]E[illegible]Y REPORT OF LABOR A[illegible] [illegible]TERIAL USED

Project State Hyw Constr. Location Divide to Anluuf ~~Gang~~ Audit No. 88911

Gang Division Engr's Report No. 72 ~~Day or~~ [✓ Week Ending] July 25, 1953

" " No 77 Daily - July 22, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector		OD Young @ 410⁰⁰							3½	2.2282	
		Supplemental Report									
		No 1				Over					

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense OD Young									
Hotel	1	2.50				Over			2.50

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A

B Please deduct the above

C

D time and expenses -

E

F

* Note: Also report locomotive and automobile miles.

Weekly No 72 - 7/25/53

Daily No 77 - 7/22/53

Correct OD Young Engr Inspector 120T

Title-S. P. Co.

Approved G. L. Decker

Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

DAILY OR W[illegible]Y REPORT OF LABOR A[illegible]TERIAL USED

L-7702

Project Divide Comstock Hwy Location Siskiyou Line 6212 Audit ~~Auth~~. No. 88911

Gang Division Engr's Report No. 73 ~~Day or~~ Week Ending July 31 19 53
Month Ending " "

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector			Nothing to Report								
									Total Labor		

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
							Total Material		

Equipment	Equipment Hours * A	B	C	D	E

	Description of Work
A	
B	
C	Nothing to Report
D	
E	
F	

* Note: Also report locomotive and automobile miles.

Weekly No 73. - 7/31/53

Correct O. D. [illegible] Asst Engr Inspector
Title-S. P. Co.

Approved G. L. Derksen
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

DAILY OR W[illegible]Y REPORT OF LABOR A[illegible] [illegible]TERIAL USED L-7702

Project State Hyw. Constr. Location Divide to Arland Audit No. 88911

Gang Division Engr's Report No. 74 ~~Daily or~~ Week Ending August 1, 1953

And Including the Following Weekly Reports

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
August 8,	1953		Weekly		Report	No, 75 -			Nothing		to Report
" 15,	1953		"		"	No, 76 -			"	"	"
" 22,	1953		"		"	No, 77 -			"	"	"
" 29,	1953		"		"	No, 78 -			"	"	"
" 31,	1953		"		"	No, 79 -			"	"	"

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A

B Nothing to Report

C

D during August 1953,

E

F

* Note: Also report locomotive and automobile miles.

Wklys No 75 to & Including No 79
8/8/53 to 8/31/53

Correct O.K. Young. Engr. Inspector
Title-S.P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR W[illegible]E[illegible]Y REPORT OF LABOR A[illegible] [illegible]TERIAL USED

Project State Hyw Constr, Location Divide to AnLauf Audit No. 88911

Gang Division Engrs Report No. 80 [✓ Week Ending] September 5 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
		Nothing to Report									
									Total Labor		

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
								Total Material	

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A
						B
						C Nothing to Report
						D
						E
						F

* Note: Also report locomotive and automobile miles.

Div-Engrs - Wkly No 80
9/5/53

Correct O D Young Engr Inspctr
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR W[illegible]E[illegible]Y REPORT OF LABOR A[illegible]TERIAL USED

Projec State Hyw Constr, Location Divide to Antauf Audit ~~[illegible]~~. No. 88911

Gang Division Engrs Report No. 81 ~~Daily~~ Week Ending September 12 19 53
" NO79 Daily " 10, 1953

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector		O.D. Young			@$1039 P.M				8		

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O.D. Young									
Lunch	1	1.00							1.00
Dinner	1	1.50							1.50
Hotel	1	3.25							3.25

Final Report-

Total Material 5.75

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Inspection of Slide areas
B
C and drainage - from Divide
D to Comstock - State Hyw
E
F Paralleling S.P. R.R

*.Note: Also report locomotive and automobile miles.

Division Engrs
Weekly ND-75 - 9/12/53
Daily ND-79 - 9/10/53

Correct O.D. Young Engr Inspector
Title-S.P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

L-7701

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

E. E. MAYO
CHIEF ENGINEER
C. R. TINKLER
VALUATION OFFICER
M. R. HAYNES
VALUATION AND TAX ENGINEER

IN REPLY PLEASE REFER TO

May 5, 1954

File: 911/323

SUBJECT: Construction of Highway Between Anlauf and Divide, Oregon

Mr. G. S. Paxson
Bridge Engineer
Oregon Highway Commission
Salem, Oregon

Dear Sir:

* Attached you will find three copies of Weekly Report Summaries Nos. 86 to 98 inclusive, one of which is supported by duplicates of daily and weekly reports on Form L-7702.

These reports are in support of Estimate to be rendered covering the force account work done according to terms of Agreement Audit No. 88911, dated May 27, 1952.

Very truly yours,
E. E. Mayo

* Encls.

RECEIVED
FOR FILING

Southern Pacific Company
65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

E. E. MAYO
CHIEF ENGINEER
C. R. TINKLER
VALUATION OFFICER
M. R. HAYNES
VALUATION AND TAX ENGINEER

L-7701

IN REPLY PLEASE REFER TO
File: 911/323

April 30, 1953

[illegible]
[illegible]

NOTED
C. A. GARDNER

SUBJECT: Construction of Highway Between Anlauf and Divide, Oregon

Mr. G. S. Paxson
Bridge Engineer
Oregon Highway Commission
Salem, Oregon

Dear Sir:

* Attached you will find three copies of Weekly Report Summaries Nos. 48 to 56 inclusive, and Supplements No. 2 to Weekly Report Summaries Nos. 1, 2, 3, 7 and 14, one of which is supported by duplicates of daily and weekly reports on Form L-7702.

These reports are in support of Estimate to be rendered covering the force account work done according to terms of Agreement Audit No. 88911, dated May 27, 1952.

Very truly yours,

E. E. Mayo
[illegible]

* Encls.

RECEIVED
OREGON STATE HIGHWAY COMMISSION
[illegible]

SOUTHERN PACIFIC COMPANY L-7702

[illegible]AILY OR WEE[illegible] REPORT OF LABOR AND [illegible]ERIAL USED

Proje[illegible] Divide Antelope Hwy Constr. Locatio[illegible] Siskiyou Line MP 615-2½ Dunsmuir G.M.O. No. 88911

Gang Division Engr's Report No. 45 ~~Daily or~~ [✓ Week Ending] February 7, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector	O D Young @ $400.00								17	2.6316	44.7372

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense O D Young									
Hotel	1	2.50							2.50
Breakfast	1	.90							.90
Lunch	1	1.00							1.00
Dinner	1	1.40							1.40

Total Material 5.80

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A General Inspection of
B Damage and Slide condition
C of Hwy's New Construction
D & paralleling S. P. Co Tracks
E
F

* Note: Also report locomotive and automobile miles.

Weekly Report No. 45 2/7/53

Correct O D Young Engr Inspector Title-S. P. Co.

Approved G. D. Decker
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY L-7702

ILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

ject Divide-Anlauf Hgt Constr. Location Siskiyou Line M.P. 62.1 615.8 Aud.4 G.M.O. No 88911

Gang Division Engrs Report No. 59 [✓ Daily] or Week Ending February 4, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector	O.D. Young @ $400.00								8	2.6316	21.0526
	Traveling Time								1½	2.6316	3.9474

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O.D. Young									
Breakfast	1	.90							.90
Lunch	1	1.00							1.00
Dinner	1	1.40							1.40

Total Material 3.30

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Field Inspection of Slide areas
B drainage areas and Channel
C Changes -
D and traveling on train No 20
E
F

* Note: Also report locomotive and automobile miles.

Daily Report No. 59 2/4/53

Correct O.D. Young Engr Inspector Title S. P. Co. 120T

Approved G. L. [illegible] Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

ILY OR WEE REPORT OF LABOR AND ERIAL USED

roject Dunsmuir-Anlauf Hyw Constr. Location Siskiyou Line MP 615.alt Audit. No 88911

Gang Division Engr's Report No. 58 [✓ Daily] ~~or Weekly~~ February 3, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector O.D. Young @ $400.00									7½	2.636	19.7370

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense O.D. Young Hotel	1	2.50							2.50

Total Material 2.50

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Working on Reports in Division
B office (4 Hrs)
C Traveling on Train No 329
D to Project 3½ Hrs
E
F

* Note: Also report locomotive and automobile miles.

Daily Report No. 58 2/18/53

Correct O.D. Young Engr Inspector
Title-S. P. No. 1205

Approved G. S. Welker
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEE[illegible] REPORT OF LABOR AND [illegible]ERIAL USED

Project Divide-Ashland Hyw Constr. Location Siskiyou Line M.P. 621± 615± ~~C.E.O.~~ Audit No. 88911

Gang Division Engr's Report No. 46 ~~Day~~ [✓ Week Ending] February 14 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector	O. D. Young			@	$400.00				20 1/4	2.6316	53.29

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
Personal Expense of O. D. Young									
Hotel	2	2.75							5.50
Breakfast	2	.90							1.80
Lunches	2	1.00							2.00
Dinners	2	1.40							2.80
Bus Fare	2	1.38							2.76

Total Material 14.86

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A Traveling to project and
						B
						C Inspection of slide areas
						D
						E and drainage areas
						F

* Note: Also report locomotive and automobile miles.

Weekly Report No, 46 2/14/53

Correct O. D. Young Engr Inspector

Title-S. P. Co. 120T

Approved G. A. Decker

Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

[illegible]DAILY OR WEE[illegible] REPORT OF LABOR AND [illegible]ERIAL USED

Project Divide Ant'l of Hyw Constr, Location Siskiyou Line MP 621½ 615½ Audit ~~G.O.~~ No. 88911

Gang Division Engr's Report No. 62 [✓ Daily] or ~~Week ending~~ February 12 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector	O.O. Young @ $400.00 Per Month								8	2.6316	21.0562
	Traveling time on No 20								3/4	2.6316	1.9737

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O.O. Young of									
Breakfast	1	90							.90
Lunch	1	1.00							1.00
Dinner	1	1.30							1.30
Bus	1	63							63

Total Material 3.83

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Inspection of Slide area's

B Caused by channel change

C and traveling on Train No 20

D

E

F

* Note: Also report locomotive and automobile miles.

Correct O.O. Young Engr Inspector
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

Daily Report No. 62 2/12/52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEE[illegible] REPORT OF LABOR AND [illegible]ERIAL USED

Project Divide to Anlauf Hyw Constr Location Siskiyou Line M.P. 615± 21± ~~G.M.O.~~ Audit No. 88911

Gang Division Engr's Report No. 61 [✓ Daily] ~~or Week Ending~~ February 11, 1952

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
I Engr Inspector	O.D. Young		@ 400.00						8	2.6316	21.0526

Total Labor

Class of Material	Unit	Price	A	B	C	D	E	F	Amount
Personal Expense									
O.D. Young									
Hotel	1	2.75							2.75
Breakfast	1	.90							.90
Lunch	1	1.00							1.00
Dinner	1	1.50							1.50
Bus	1	2.13							2.13

Total Material 8.28

Equipment	A	B	C	D	E

Description of Work

A Inspection of Slide area and
B Channel Change -
C and discussed drainage
D problems with Mr Edward
E Division Engr State Hyw Roseburg
F

* Note: Also report locomotive and automobile miles.

Daily Report No, 61 2/11/53

Correct O.D. Young Engr Inspector
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEE REPORT OF LABOR AND ERIAL USED

Proje Divide Ankeny Byps Constr, Location Siskiyou Line MP 621± 615± Audit No. 88911

Gang Division Engrs Report No. 60 [✓ Daily] or ~~Week Ending~~ February 10, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector	O D Young			@ $400.00		Per		Month	3½	2.6316	9.2106
								Total Labor			

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense O D Young Hotel	1	2.75							2.75
								Total Material	2.75

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Traveling on Train No. 329

B to Project to make Inspection

C

D

E

F

* Note: Also report locomotive and automobile miles.

Daily Report No. 60 2/10/52

Correct O D Young Engr Inspector Title S. P. Co. Test

Approved G. L. Decker

Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEE REPORT OF LABOR AND ERIAL USED

Project Divide Hyw Construction Location Siskiyou Line M.P. 621± Audit G.M.O. No. 88911

Gang Division Engrs Report No. 47 ~~Daily or~~ Week Ending February 21 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector O.D.Young @ ~~400~~ = per Mnth									25½	26316	65.00

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expence of O.D.Young									
Hotel	3	3.25							9.75
Breakfast	3	.90							2.70
Lunch	3	.933							2.80
Dinners	3	1.333							4.00

Total Material 19.25

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A General Inspection of
B State Hyw Construction
C
D and safe conditions
E Paralleling S.P. RailRoad.
F

* Note: Also report locomotive and automobile miles.

Correct O.D.Young

Title-S. P. Co.

Approved G. L. Decker

Res. Engr. State Highway Dept.

Weekly Report No, 47 2-21-53

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEE[illegible] REPORT OF LABOR AND [illegible]ERIAL USED

Project Divide Hyw to Antelope Const. Location Siskiyou Line MP 621^E 615^+ Audit No. 88911

Gang Division Engr's Report No. 66 (Daily) or ~~Week Ending~~ February 19, 1953

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector	O.D. Young @ $500.00 Per Month								8	2.6316	21.0562
	Traveling train No 20.								1	2.6316	2.6316

Total Labor

Class of Material	Unit	Price	A	B	C	D	E	F	Amount
Personal Expense of O.D. Young									
Breakfast	1	90							90
Lunch	1	1.00							1.00
Dinner	1	1.20							1.20

Total Material 3.10

Equipment	A	B	C	D	E

Description of Work

General Inspection of
Slide area, Channel Change
and Rip rapping - Toe of
Fill - Paralleling R.R. Fill

* Note: Also report locomotive and automobile miles.

Daily Report No. 66 2/19/53

Correct O.D. Young Engr Inspector
Title-S.P. Co.

Approved G. F. Decker
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEE[illegible] REPORT OF LABOR AND [illegible]ERIAL USED

Project Divide-Anlauf Hyw Constr. Location Siskiyou Line MP 621± 615± Audit ~~Exp.~~ No. 88911

Gang Division Engr's Report No. 65 [✓ Daily] ~~or Week ending~~ February 18, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector		O.L. Young @ 400.00 Per Month							8	2.6316	21.0562
Total Labor											

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personally Expense of O.L. Young									
Hotel	1	3.25							3.25
Breakfast	1	.90							.90
Lunch	1	.90							.90
Dinner	1	1.30							1.30
Total Material									6.35

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Inspection of Slide area

B M.P. 621± & Riprapping

C By State Hyw Dept -

D

E

F

* Note: Also report locomotive and automobile miles.

Daily Report No, 65 2/18/53

Correct O.L. Young Engr Inspector
Title-S. P. Co. Temp

Approved G. L. Decker
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEE REPORT OF LABOR AND ERIAL USED

Project Divide-Anlauf Hyd Const Location Siskyou Line M.P. 604 & 615 Aud't. No. 88911

Gang Division Engr's Report No. 64 [✓ Daily] or ~~We~~ February 17, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector	O.D. Young @ [illegible] 00								8	2.6316	21.0562

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personally Expense of O.D. Young									
Hotel	1	3.25							3.25
Breakfast	1	.90							.90
Lunch	1	.90							.90
Dinner	1	1.50							1.50

Total Material 6.55

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Inspection of Slide area
B Caused by channel
C change paralleling
D S.P. R.R. M.P. 621
E and planning of Riprap.
F

* Note: Also report locomotive and automobile miles.

Daily Report No, 64 2/17/53

Correct O.D. Young Engr Inspector

Title-S. P. Co. 1205

Approved

Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEE[illegible] REPORT OF LABOR AND [illegible]ERIAL USED

Project Divide-Anlauf Hwy Constr Location Siskiyou Line MP 6 - [illegible] 615 Audit 88911 G.M.O. No.

Gang Division Engrs Report No. 63 [✓ Daily] or ~~Week Ending~~ February 16, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector	O.K.Young @				$456.00 a		Month		3½	2.6316	9.2106
								Total Labor			

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense O.K.Young Hotel	1	3.25							3.25
								Total Material	3.25

Equipment	Equipment Hours * A	B	C	D	E	Description of Work
						A Traveling on train No. 329 to
						B Project to make Inspection
						C
						D
						E
						F

* Note: Also report locomotive and automobile miles.

Daily Report NO, 63 2/16/53

Correct O.K.Young Engr Inspector
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEE REPORT OF LABOR AND ERIAL USED

Proje Divide Hgw Construction Location Siskiyou Line M.P. 421± Audit No. 88911

Gang Division Engr Report No. 48 ~~Day~~ or [✓ Week Ending] February 28, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector	O.R.Young				@ 420^{00}		Per Month		14	26316	36.8424

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
of O.R.Young									
Hotel	1	3.25							3.25
Bkfast	1	.90							.90
Lunch	1	1.00							1.00
Dinner	1	1.20							1.20

Total Material 6.35

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Traveling to and From project
B
C and Inspection of Slide area
D
E on State Hgw Rehabilitation
F S.P. Railroad Fills

* Note: Also report locomotive and automobile miles.

Weekly Report No. 48 2/28/53

Correct O.R.Young Eng. Inspector

Title-S. P. Co. 1205

Approved G. L. [illegible]

Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEE REPORT OF LABOR AND ERIAL USED

Project Divide Hyw Construction Location Siskiyou Line MP 621 Audit No. 88911

Gang Division Engr's Report No. 68 [✓ Daily] or ~~Week Ending~~ February 27, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector		O D Young			@ 400 00				8	2.6316	21.0522
		Traveling on Train No. 20							2 ½	2.6316	6.6590

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense of O D Young									
BKfast	1	90							90
Lunch	1	1.00							1.00
Dinner	1	1.20							1.20

Total Material 3.10

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Inspection of slide area
B on State Hwy paralleling
C S.P. Railroad fill -
D and placing of Rip rap -
E M.P. 621
F

* Note: Also report locomotive and automobile miles.

Daily Report No, 68
2/27/53

Correct O D Young Engr Inspector
Title S. P. Co. 1201

Approved G. L. Kleiker
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEE REPORT OF LABOR AND ERIAL USED

Project Divide Hgwy Construction Location Siskiyou Line M.P. 621± Audit. No. No, 88911

Gang Division Engrs Report No. 67 [✓ Daily] or ~~Week Ending~~ February 26, 1953

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector	O.D. Young								3 1/2	2.6316	9.2106

Total Labor

Class of Material	Unit	Price	A	B	C	D	E	F	Amount
Personal Expense									
of O.D. Young									
Hotel	1	3.25							3.25

Total Material 3.25

Equipment	A	B	C	D	E

Equipment Hours *

Description of Work

A Traveling to project on
B
C train No 329 –
D
E to make Inspection of
F slide areas

* Note: Also report locomotive and automobile miles.

Daily Report No, 67

Correct O.D. Young Engr. Inspector

Title S. P. Co 1207

Approved G. L. Decker

Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEE REPORT OF LABOR AND ERIAL USED

Project Divide-Anlauf Hyw Constr. Location Siskiyou line M.P. 415.73± ~~G.M.O.~~ Audit No. 88911

Gang Division Engr's Report No. 49 ~~Daily~~ or [✓ Week Ending] March 7, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector O.D.Young @ 400.00									11½	22727	26.1353

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O.D.Young									
Hotel	1	3.25							3.25
Breakfast	1	.90							.90
Lunch	1	1.00							1.00
Dinner	1	1.50							1.50

Total Material 6.65

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Traveling to project and general
B
C inspecting of slide area near
D S.P. track and Dow Creek
E
F Channel change –

* Note: Also report locomotive and automobile miles.

Correct O.D.Young Engr Inspector

Title-S. P. Co. 1201

Approved G. L. Decker

Res. Engr. State Highway Dept.

Weekly Report No. 49 3/7/53

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEE REPORT OF LABOR AND ERIAL USED

Project Divide Anlauf Hywy Constr Location Siskiyou Line MP 6-1½ 615± Aud ~~G.M.O.~~ No. 88911

Gang Division Engrs Report No. 70 Daily or ~~Week Endi~~ng March 5, 1953

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector	O.D.Young @ 400 ⁰⁰								8	2.2727	18.1818

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expenses									
O.D.Young									
Breakfast	1	90							90
Lunch	1	1.00							1.00
Dinner	1	1.50							1.50

Total Material 3.40

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A General Inspection of Slide areas
B along Divide Hill Pass Creek
C Sections of Channel Change.
D
E
F

* Note: Also report locomotive and automobile miles.

Daily Report No. 70 3/5/53

Correct O.D.Young Engr-Inspector Title-S. P. Co. 120T

Approved G. L. Decker
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEE[illegible] REPORT OF LABOR AND [illegible]ERIAL USED

[illegible]oject Divide-Anlauf Hiwy Constr, Location Siskiyou line MP 215-217 Audit G.M.O. No. 88911

Gang Division Engr's Report No. 69 Daily or Week Ending March 4, 19 53

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector	OD Young @ 400=								3½	2.2727	7.95

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
OD Young Hotel	1	3.25							3.25

Total Material 3.25

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Traveling to Project on train
B No 329 to Check Slide areas
C
D
E
F

* Note: Also report locomotive and automobile miles.

Daily Report NO 69 3/4/53

Correct OD Young Engr Inspector Title S. P. Co.

Approved G L Decker Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

DAILY OR WEE REPORT OF LABOR AND ERIAL USED L-7702

Project Divide-Anlauf Hywy Constr, Location Siskiyou Line MP 415± 21½ Audit ~~C.E.O.~~ No. 88911

Gang Division Engrs Report No. 50 ~~Daily or~~ [✓ Week Ending] March 14, 1953

and " No. 71 Daily of March 12, 1953

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector O.D.Young @ 400.00									8	2.2727	18.1818

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O.D.Young Hotel	1	3.25							3.25
Breakfast	1	.90							.90
Lunch	1	1.00							1.00
Dinner	1	1.50							1.50

Total Material 6.65

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A General Inspection of Slide
B Condition Paralleling and below
C S.P. tracks Divide Hill section
D along State Channel Change
E of Parks Creek

* Note: Also report locomotive and automobile miles.

Weekly Report No 50 - 3/14/53
Daily Report No 71 3/12/53

Correct O.D.Young Engr Inspector
Title-S.P.Co. 1205

Approved G. L.
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

DAILY OR WEE REPORT OF LABOR AND ERIAL USED

L-7702

Project Divide-Anlauf Hyw Constr Location Siskiyou Line MP 615± [illegible] Audit ~~[illegible]~~O. No 88911

Gang Division Engrs Report No. 51 ~~Daily or~~ [✓ Week Ending] March 21, 1953

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F		Hours	Rate	Amount
		Nothing to Report								
									Total Labor	

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
								Total Material	

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work	
A	
B	Nothing to Report
C	
D	
E	
F	

* Note: Also report locomotive and automobile miles.

Weekly Report No 51 3/21/53

Correct O L Young Engr Inspector
Title-S. P. Co.

Approved W. H. Decker
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEE[illegible] REPORT OF LABOR AND [illegible]ERIAL USED

Project Divide Anthony Hyw Constr, Location Siskiyou Line MP 621± 615± Audit ~~W.O.~~ No. 88911

Gang Division Engr's Report No. 52 ~~Daily or~~ Week Ending March 28, 1953

and " No, 72 Daily of March 26, 1953

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector		O.D.Young @ 400							5	22727	11,364

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expenses									
O.D.Young									
Dinner	1	1.75							1.75

Total Material 1.75

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A General Inspection of Pass Creek
B Channel Change and
C Slide Conditions Paralleling
D S.P. Tracks on Divide Hill
E Section - of Siskiyou Line
F

* Note: Also report locomotive and automobile miles.

Daily Report No, 72 - 3/26/53
Weekly Report No, 52 - 3/29/53

Correct O.D.Young Engr Inspector
Title-S.P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEE[illegible] REPORT OF LABOR AND [illegible]ERIAL USED

Project Divide-Ashland Hwy Constr. Location Siskiyou Line M.P. 615± — 1st Audit C.M.O. No. 88911

Gang Division Engrs Report No. 53 ~~Daily or~~ Week Ending and Month Ending March 31, 19 53

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Nothing to Report											
									Total Labor		

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
							Total Material		

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A
						B
						C Nothing to Report
						D
						E
						F

* Note: Also report locomotive and automobile miles.

Correct O.D. Young Engr Inspector
Title S. P. Co. 120T

Approved
Res. Engr. State Highway Dept.

RECEIVED
FOR FILING

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

E. E. MAYO
CHIEF ENGINEER
C. R. TINKLER
VALUATION OFFICER
~~M. R. HAYNES~~
VALUATION AND TAX ENGINEER

L-7701

IN REPLY PLEASE REFER TO

File: 911/323

January 27, 1953

A GARDN

SUBJECT: Construction of Highway Between
Anlauf and Divide, Oregon

Mr. G. S. Paxson
Bridge Engineer
Oregon Highway Commission
Salem, Oregon

Dear Sir:

* Attached you will find three copies of Weekly Report Summaries Nos. 38 to 42 inclusive, one of which is supported by duplicates of daily and weekly reports on Form L-7702.

These reports are in support of Estimate to be rendered covering the force account work done according to terms of Agreement Audit No. 88911, dated May 27, 1952.

Very truly yours,

E. E. Mayo
C. R. Tinkler

* Encls.

RECEIVED
[illegible] STATE HIGHWAY COMMISSION

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide-Ashland Hyw Location Parallel [illegible] Siskiyou Line MP 621± 615± ~~G.O.~~ Audit No. 88911

Gang Division Engrs Report No. 43 Daily or ~~Week Ending~~ December 2, 1952

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector		O D Young			@ 400.00 a Month				6	2.2727	13.6362

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work	
A	Working on Field Reports
B	Division office - 1
C	
D	
E	
F	

* Note: Also report locomotive and automobile miles.

Daily Report NO. 43 - 12/2/52

Correct O D Young Engr-Inspector 1201

Title-S. P. Co.

Approved G. L. Decker

Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide Anlauf Hyw Location Parallel in MP 615± Siskiyou Line MP 621± ~~G.M.O. No.~~ Audit 88911

Gang Division Engr's Report No. 44 Daily or ~~Week Ending~~ December 3, 1952

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector		O D Young @ $400.00							4	2272	9.0909

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O D Young									
Lunch	1	1.00							1.00
Dinner	1	1.30							1.30

Total Material 2.30

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A General Inspection of
B drainage and slide Conditions
C MP 615.38 to 620.50
D
E
F

* Note: Also report locomotive and automobile miles.

Daily Report No. 44 12/3/52

Correct O D Young Engr Inspector SOT
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Anlauf-Divide Hywy Location Paralleling Siskiyou Line MP 615 25 621 I ~~G.M.O.~~ Audit No. 88911

Gang Division Engr's Report No. 35 [redacted] Week Ending December 6, 1952

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector	O.D. Young		@ 400	Per Month					11½	2.2727	26.14

Total Labor ____

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O.D. Young									
Lunch	1	1.00							1.00
Dinner	1	1.30							1.30

Total Material 2.30

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A General Inspection
B
C of drainage & slide
D
E Condition paralleling
F S.P. Tracks -

* Note: Also report locomotive and automobile miles.

Weekly Report NO, 35 - 12/6/52

Correct O.D. Young Engr Inspector
Title-S. P. Co. 1201

Approved G. L. Gleiker
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide-Anlauf Hyw Location Siskiyou Line MP 615± 621± ~~G.W.O.~~ Audit No. 88911

Gang Division Engr's Report No. 36 ~~Daily or~~ Week Ending December 13 1952

" NO 45 Daily " " 8 1952

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector	O.D. Yeaney @				400.00		Per	Month	6	2.2727	136362
								Total Labor			

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense O.D. Yeaney Lunch	1	.90							.90
								Total Material	

Equipment	Equipment Hours * A	B	C	D	E	Description of Work
						A General Inspection
						B
						C of Drainage & Slide
						D
						E Conditions Paralleling
						F S.P. Tracks

* Note: Also report locomotive and automobile miles.

Daily Report NO, 45 - 12/8/52

Weekly " NO, 36 - 12/13/52

Correct O.D. Yeaney Engr Inspector

Title S. P. Co. 12wT

Approved G. L. Decker

Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED.

Project Divide-Anlauf-Hyw Location Paralleling Siskiyou Line MP 621± 615± Audit No. 88911

Gang Division-Engr's Report No. 37 [redacted] Week Ending December 20, 1952

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr-Inspector	O.D. Young @ $400.00 per Month								12	2.2727	27.27
									Total Labor		

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
Personal Expense O.D. Young									
Dinner	1	1.30							1.30
Hotel	1	2.50							2.50
								Total Material	3.80

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work

A General Inspection
B
C of Drainage and Slide
D
E Condition of Hyw
F along S.P. Co Rightway.

* Note: Also report locomotive and automobile miles.

Weekly Report No. 37 - 12/20/52

Correct O.D. Young Engr-Inspector
Title–S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide-Anlauf Hyw Location Parallel li. MP 615 Siskiyou Line MP 621 ~~G.M.O.~~ Auth No. 88911

Gang Division Engr's Report No. 46 Daily or ~~Week Ending~~ December 18, 1952

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector O D Young @ 400.00									8	2.2727	18.1818

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *						Description of Work
	A	B	C	D	E		
						A	Field Reports in Division
						B	office
						C	
						D	
						E	
						F	

* Note: Also report locomotive and automobile miles.

Daily Report NO 46 12/18/52

Correct O D Young Engr Inspector Title-S. P. Co. 120T

Approved S L [illegible]
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide-Anlauf Hyw Location Parallelin, M.P. 615± Siskiyou Line M.P. 621± Audit [redacted] No. 88911

Gang Division Engrs Report No. 147 Daily [redacted] December 19, 1952

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspecter O.D.Young					@400.00				4	2.2727	9.0909
									Total Labor		

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O.D.Young									
Dinner	1	1.30							1.30
Hotel	1	2.50							2.50
								Total Material	3.80

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A General Inspection
B
C of drainage & Slide
D
E Condition of Hyw
F Paralleling S.P.Co, Tracks

* Note: Also report locomotive and automobile miles.

Daily Report No, 47 - 12/19/52

Correct O.D.Young Engr Inspector
Title-S. P. Co. 120T

Approved G. L. Derker
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide-Anlauf Hyw Location Parallelin, M.P. 615± 621± Siskiyou Line Audit ~~Order~~ No. 88911

Gang Division Engrs Report No. 47 Daily December 19, 19 52

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspecter	O.D.Young			@400.00					4	2.2727	9.0909

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O.D.Young									
1 Dinner	1	1.30							1.30
Hotel	1	2.50							2.50

Total Material 3.80

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A General Inspection
B
C of drainage & Slide
D Condition of Hyw
E
F Paralleling S.P.Co. Tracks

* Note: Also report locomotive and automobile miles.

Daily Report No, 47- 12/19/52

Correct O.D.Young Engr Inspector

Title-S. P. Co. 120T

Approved G. L. Derker

Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Divide-Ashland State Hwy Location Paralleling Siskiyou Line MP. 621± 615± Audit [redacted] No. 88911

Gang Division Engr's Report No. 38 [redacted] Week Ending December 27, 1952

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector		O.D. Young @ 400.00							16	22727	36.3636

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O.D. Young									
Breakfast	1	.90							.90
Lunches	2	.95							1.90
Dinner	1	1.50							1.50
Hotel	1	3.50							3.50

Total Material 7.80

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A General Inspection of

B

C drainage and slide conditions

D Between Hwy & S.P. Co. Track

E

F

* Note: Also report locomotive and automobile miles.

Weekly Report No. 38 - 12/27/52

Correct O.D. Young - Engr Inspector

Title-S. P. Co. 120

Approved G. L. Decker

Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR W[illegible]Y REPORT OF LABOR A[illegible]ATERIAL USED

Project Divide-Anlauf Hyw - Location Farrelli. J. 415± Siskiyou Line MP 621± Auth. No. 88911

Gang Division Engr's Report No. 49 Daily December 24, 1952

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector		O D Young @ $400 mo							8	2.2727	18.1818

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O D Young Breakfast	1	.90							.90
Lunch	1	1.00							1.00

Total Material 1.90

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Inspection of Drainage

B

C & Slide Conditions Between

D New State Hyw Construction

E

F And Southern Pacific Siskiyou Line

* Note: Also report locomotive and automobile miles.

Daily Report No. 49 - 12/24/52

Correct O D Young Engr-Inspector 1205
Title-S. P. Co.

Approved G. L. Deiker
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR W[illegible]Y REPORT OF ~~LABOR~~ Engineering A[illegible]ATERIAL USED

Project Divide-Anlauf Hyw Location Siskiyou Line MP 615± 621± ~~G.O.~~ Aud. No. 88911

Gang Division Engr's Report No. 48 Daily [redacted] December 23, 1952

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F		Hours	Rate	Amount
Engr-Inspector		O.D.Young @ $400.00 Per Month						8	2.2727	18.1818

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Personal Expense									
O.D.Young									
Lunch	1	.90							.90
Dinner	1	1.50							1.50
Hotel	1	3.50							3.50

Total Material 5.90

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Inspection of Ditching and
B Drainage and Slide Conditions
C Between New Hyw Construction
D and S.P. Co. Tracks
E
F

* Note: Also report locomotive and automobile miles.

Correct O.D.Young Engr Inspector

Title-S. P. Co. 120T

Approved G. L. Decker

Res. Engr. State Highway Dept.

Daily Report No, 48-12/23/52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR W[illegible]Y REPORT OF LABOR AN[illegible]TERIAL USED

Proje Divide-Ankeny State Hyw Location Paralleling Siskiyou Line MP 615± 621± Audit ~~Order~~ No. 88911

Gang Division Engr's Report No. 39 [redacted] Week Ending December 31, 1952

And Month Ending " 31. "

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
	Nothing to Report										

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *						Description of Work
	A	B	C	D	E		
						A	
						B	Nothing to Report -
						C	
						D	
						E	
						F	

* Note: Also report locomotive and automobile miles.

Weekly Report No. 39 12/31/52
monthly " "

Correct O. D. Young Engr Inspector
Title-S. P. Co. 120T

Approved G. S. Decker
Res. Engr. State Highway Dept.

1-52-500

L-7701

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

E. E. MAYO
CHIEF ENGINEER
C. R. TINKLER
VALUATION OFFICER
M. R. HAYNES
VALUATION AND TAX ENGINEER

IN REPLY PLEASE REFER TO

File: 911/323

November 18, 1952

SUBJECT: Construction of Highway Between
Anlauf and Divide, Oregon

NOTED
C. A. GARDNER

Mr. G. S. Paxson
Bridge Engineer
Oregon Highway Commission
Salem, Oregon

Dear Sir:

* Attached you will find three copies of Weekly Report Summaries Nos. 1 to 15 inclusive, one of which is supported by duplicates of daily and weekly reports on form L-7702.

These reports are in support of Estimate to be rendered covering the force account work done according to terms of Agreement Audit No. 88911, dated May 27, 1952.

Very truly yours,

E. E. Mayo
C. R. Tinkler

* Encls.

RECEIVED
NOV [illegible] 1952
OREGON STATE HIGHWAY COMMISSION
[illegible] DEPARTMENT

1-52

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR W Y REPORT OF LABOR AN ATERIAL USED

Project Hiway Crossing Location Dixon [illegible] ~~C.H.O.~~ Cont. No. 89305

Gang Divn Engrs Report No. 1 ~~Daily or~~ Week Ending May 3 1952

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Nothing to Report											

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount

Total Material

Equipment	Equipment Hours * A	B	C	D	E	Description of Work
						A
						B
						C
						D
						E
						F

* Note: Also report locomotive and automobile miles.

Divn Engrs
weekly 1
May-3,52

Correct [illegible] Divn Engr
Title-S. P. Co.

Approved S. L. Decker
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Hiway Const Location Divide-Anlauf Audit ~~G.E.O.~~ No. 89305

Gang Telegraph Report No. 1 Daily or ~~Week Ending~~ May 3 1952

1 weekending May 3 52

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Maintenance									5		
									Total Labor		

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
Expense									
Dinner		245							2.45
								Total Material	2.45

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A Clear trouble on wires
						B
						C
						D
						E
						F

* Note: Also report locomotive and automobile miles.

Tele
Weekly #1
May 3 52

Correct K. Thomas Engr Tel
Title-S.P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR W LY REPORT OF LABOR A ATERIAL USED

Project Sunny Crest Location Dunsville-Auburn Contract ~~Con.~~ No. 89305

Gang Dixon Engrs Report No. 2 ~~Daily or~~ Week Ending May 10 1952

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Nothing to Report											
									Total Labor		

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
								Total Material	

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work

A

B

C

D

E

F

* Note: Also report locomotive and automobile miles.

Dixon Engrs
Weekly
May 10 52

Correct J. Thomas Engr Insp

Title-S. P. Co

Approved G. L. Kleiber

Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

DAILY OR WE Y REPORT OF LABOR AN TERIAL USED

L-7702

Project Hwy Const Location [illegible] Audit ~~S.O.~~ No. 89305

Gang Telegraph Report No. 2 Daily or ~~Week Ending~~ May 8 1952

2 week ending May 9. 1952

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Maintainer											
									4		

Total Labor 4 hr

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense									
Dinner		2.25							
									2.25

Total Material 2.25

Equipment	Equipment Hours * A	B	C	D	E

	Description of Work
A	Repair wire broken by Contractor
B	
C	
D	
E	
F	

* Note: Also report locomotive and automobile miles.

Tele weekly 2 May 8 52

Correct J. E. Thomas Comm Insp
Title-S. P. Co.

Approved G. T. Decker
Res. Engr. State Highway Dept.

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Hiway Const Location Divide - Anlauf Audit ~~G.M.O.~~ No. 89305

Gang Engr Dept Report No. 3 ~~Daily or~~ Week Ending May 17 1952

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Insp									16	2.3505	

Total Labor 16 hr

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense	Bkfst	2							1.85
	Lunch	2							2.15
	Dinner	2							3.10
	Hotel	2							6.25
	Bus								2.07

Total Material 15.42

Equipment	Equipment Hours * A	B	C	D	E

	Description of Work
A	Inspection
B	
C	
D	
E	
F	

* Note: Also report locomotive and automobile miles.

Eng Dept
Weekly 3
May 17 52

Correct J E Thomas Engr Insp
Title S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

158

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Hiway Const Location Divide Anlauf ~~G.M.O.~~ Audit No. 89305

Gang Engr Dept Report No. 2 Daily ~~or Week Ending~~ May 15 1952

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Eng Inspctr									8	2.305	

Total Labor 8

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense									
	Bkfst	90							
	Lunch	110							
	Dinner	155							
	Hotel	325							

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work	
A	Inspection
B	
C	
D	
E	
F	

* Note: Also report locomotive and automobile miles.

Eng Dept
Daily 2
May 15-52

Correct J Thomas Engr Insp
Title-S. P. Co

Approved H. L. Wecker
Res. Engr. State Highway Dept.

1-52

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR V LY REPORT OF LABOR A ATERIAL USED

Project Hway Const Location Kivide-Aulauf Audit G.M.O. No. 89305

Gang Div'n Engs Report No. 1 Daily ~~or Week Ending~~ May 14 1952

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector									8	2.3500	

Total Labor 8 hrs

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense									
	Bkft	95							
	Lunch	105							
	Dinner	135							
	Hotel	300							
	Bus	207							

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Inspection

B

C

D

E

F

* Note: Also report locomotive and automobile miles.

Div'n Engs
Daily #1
May 14 52

Correct J. Glover Engr Insp
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-2702

DAILY OR W Y REPORT OF LABOR AN ATERIAL USED

Project Hiway Const Location [illegible] Turlock Audit ~~G.M.~~O. No. 89305

Gang Telegraph Report No. 3 Daily or ~~Week Ending~~ May 13 1952

3 Week ending May 17 52

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F		Hours	Rate	Amount
Maintainer								5		

Total Labor 5 hr

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
Expense									
Dinner		2.45							2.45

Total Material 2.45

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work
A Repair Damage Caused by Contractor
B
C
D
E
F

* Note: Also report locomotive and automobile miles.

Tlg
Weekly #3
May 17 52

Correct J Thomas Engr [illegible]
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

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L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR W Y REPORT OF LABOR AN .TERIAL USED

Project Hiway Construction Location Aulauf - Divide ~~G.M.O.~~ Audit No. 89305

Gang Section 22 Report No. 1 Daily ~~or Week Ending~~ May 15 1952

1 Week Ending May 17 52

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman									2 1	1.75	
Labor									6	1.459	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
motor car 10	Mi								

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Flagging for Contractor
B
C
D
E
F

* Note: Also report locomotive and automobile miles.

Correct J Thomas Engr Insp
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

Sec 22
Weekly #1
May 17 52

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR W REPORT OF LABOR AN TERIAL USED

Project Hiway Const Location Divide - Auburn ~~G.M.O.~~ Audit No. 89305

Gang Engr Dept Report No. 3 Daily or ~~Week Ending~~ May 22 1952

4 Week Ending - May 24 1952

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Insp									8	2.3505	

Total Labor 8 hr

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense LF Rea									
	Bkfst	95							95
	Lunch	105							105
	Dinner	155							155
	Hotel	325							325
	Bus	207							207

Total Material 887

Equipment	Equipment Hours * A	B	C	D	E	Description of Work
						A Inspection
						B
						C
						D
						E
						F

* Note: Also report locomotive and automobile miles.

Eng Dept
Week 4
May 24 52

Correct J Thomas Engr Insp
Title S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Der

SOUTHERN PACIFIC COMPANY L-7702

DAILY OR W Y REPORT OF LABOR AN ATERIAL USED

Project Hiway Const Location [illegible] G.H.O. No. 89305

Gang Section 22, Report No. 2 Daily or ~~Week Ending~~ May 20 1952

2 Week Ending May 24 1952

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman									4	172	

Total Labor 4

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
motor Car 10	mi								

Total Material

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A Flagging for Contractor
						B
						C
						D
						E
						F

* Note: Also report locomotive and automobile miles.
Sec 22
Week Ending May 24 52

Correct J Thomas Engr Insp
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

DAILY OR W Y REPORT OF LABOR AN TERIAL USED

L-7702

Project Hwy Const Location Divide-Ashland Audit ~~G.M.O.~~ No. 89305

Gang Engr Dept Report No. 4 Daily or ~~Week Ending~~ May 28 1952

5 weekending May 31 52

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector											
									8	2.5525	

Total Labor 8 hr

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense L.F. Rea									
	Bkfst	95							95
	Lunch	1.10							1.10
	Dinner	1.50							1.50
	Hotel	3.25							3.25
	Buss	2.07							2.07
		1.55							1.55

Total Material 10.42

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Inspection
B
C
D
E
F

* Note: Also report locomotive and automobile miles.

Eng Dept #
Daily - 4 Weekly 5
May 31 52

Correct J C Thomas Engr Insp
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

1-58

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR W Y REPORT OF LABOR AN ATERIAL USED

Project Hiway Const Location [illegible] G.M.O. No. 89305

Gang Division Engr Report No. 6 ~~Daily or~~ Week Ending June 7 1952

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Insp											
									16	2.3512	

Total Labor 16 hr

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expenses of Rep									
	Bus		3						3.79
	Bkft		2						1.80
	Lunch		2						2.10
	Dinner		2						3.05
	Hotel		2						6.25

Total Material 16.99

Equipment	Equipment Hours * A	B	C	D	E

Description of Work	
A	
B	Inspection
C	
D	
E	
F	

* Note: Also report locomotive and automobile miles.

Division Engr
weekly 6
June 7 52

Correct J. Thomas Engr Insp
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR W Y REPORT OF LABOR AN ATERIAL USED

Project Hway Const Location Divide-Anlauf Audit ~~C.W.O.~~ No. 89305

Gang Division Engr Report No. 6 Daily or ~~Week~~ Ending June 6 1952

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Insp									8	2.35 12	

Total Labor 8 hrs

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense L F Rees									
	Bus	.86							
	Brkfst	.90							
	Lunch	1.05							
	Dinner	1.65							
	Hotel	300							

Total Material

Equipment	Equipment Hours * A	B	C	D	E

	Description of Work
A	~~Flagging for Contract~~
B	
C	Inspection
D	
E	
F	

* Note: Also report locomotive and automobile miles.

Div Engr
Daily 6
June 6 52

Correct J E Moore Engr Insp
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

1-58

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR W Y REPORT OF LABOR AN ATERIAL USED

Project Hiway Const Location Divide Avalanche Auth. No. 89305

Gang Division Engrs Report No. 5 Daily ~~or Week Ending~~ June 5 1952

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Insp									8	2.35½	

Total Labor 8 hr

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense of L F Rice									
	P								
	Bus	2.07							
	✓	86							
	Bkfst	90							
	Lunch	105							
	Dinner	145							
	Hotel	325							

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Inspection
B
C
D
E
F

* Note: Also report locomotive and automobile miles.

Div Engr
~~Week~~ Daily 5
June 5 52

Correct J. F. Thomas Engr Insp
Title-S. P. Co.

Approved G. L. Parker
Res. Engr. State Highway Dept.

1-58 SOUTHERN PACIFIC COMPANY L-7702

DAILY OR W Y REPORT OF LABOR AN TERIAL USED

Project Hwy Cross Location Newcastle-Auburn ~~W.O.~~ Auth. No. 89305

Gang Section 22 Report No. 3 ~~Daily or~~ Week Ending June 7 1952

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman									2		
Labor									8		

Total Labor 10

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Motor Car	mi		20						
	Gas		1 gal						
	Oil		1/4 pt						

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Flagging for Contractor
B
C
D
E
F

* Note: Also report locomotive and automobile miles.

Sec 22
Weekly 3
June 7 52

Correct J. Thomas [illegible]
Title-S. P. Co.

Approved G. L. [illegible]
Res. Engr. State Highway Dept.

1-59

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Hway Const Location Divide - Anlauf Audit ~~G.M.O.~~ No. 8930-

Gang Section 22 Report No. 4 Daily or ~~Week Ending~~ June 5 1952

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman									1	1.78	
Labor									4	1.459	

Total Labor 5 hr

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Motor Car	mi		10						

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Flagging for Contractor

B

C

D

E

F

Sec 22
Daily 4
June 6.52

* Note: Also report locomotive and automobile miles.

Correct J. E. Morris - Engrdm
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Hiway Crst Location Divide-Aubrey ~~E.O.~~ Audit No. 89305

Gang Section 22 Report No. 3 Daily or ~~Week Ending~~ June ~~3~~ 4 1952

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F		Hours	Rate	Amount
Foreman								1	1.73	
Labor								~~4~~ 4	1.459	

Total Labor 5 hr

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Motor Car	mi		10						

Total Material

Equipment	Equipment Hours * A	B	C	D	E

	Description of Work
A	Flagging for Contractor
B	
C	
D	
E	
F	

* Note: Also report locomotive and automobile miles.

Sec 22
Daily
June ~~7~~ 8 52

Correct J. E. [illegible] Eng Insp
Title S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Hiway Const Location Divide Cuyama Outlet ~~G.M.O.~~ No. 89305

Gang Divn Engr Report No. 7 ~~Daily or~~ Week Ending June 14 1952

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Insp									16	2.352	

Total Labor 16 hr

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense LF Rea									
	Bus		2						3.79
	Bkfst		1						95
	Lunch		2						205
	Dinner								315

Total Material 9.94

Equipment	Equipment Hours * A	B	C	D	E

Description of Work	
A	
B	Inspection
C	
D	
E	
F	

* Note: Also report locomotive and automobile miles.

Divn Engr
Weekly 7
June 14 52

Correct J E Thomas Engr Insp
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Hiway Const Location Divide Aulauf Audit ~~G.W.O.~~ No. 89305

Gang Divn Engr Report No. 8 Daily or ~~Week Ending~~ June 12 1952

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Inspector									8	2.3512	

Total Labor 8 hrs

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense L F Res									
	Bus	86							
	Bkfst	95							
	Lunch	110							
	Dinner	1.55							
	Hotel	3.25							

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A

B Inspection

C

D

E

F

* Note: Also report locomotive and automobile miles.

Divn Engr
Daily 8
June 12 52

Correct J K Moore Engr Insp
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Hiway Const Location Davis-Arbay Audit ~~W.O.~~ No. 89305

Gang Div Engr Report No. 7 Daily ~~or Week Ending~~ June 11 1952

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Insp									8	2.3512	

Total Labor 8 hr

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense L F Rea									
	Bus	2.93							
	Lunch	.95							
	Dinner	1.60							
	Hotel	3.25							

Total Material

Equipment	Equipment Hours * A	B	C	D	E	Description of Work
						A
						B Inspection
						C
						D
						E
						F

* Note: Also report locomotive and automobile miles.

Div Engr
Daily 7
June 11 52

Correct J E Gomo Engr Insp
Title-S. P. Co.

Approved H. L. Decker
Res. Engr. State Highway Dept.

1-59

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR W[illegible]Y REPORT OF LABOR AN[illegible] MATERIAL USED

Project Hiway Const
Location Alviso-Auburn ~~G.M.O.~~ Audit No. 89305
Gang Telegraph Dept
Report No. 4
Daily ~~or Week Ending~~ June 11 1952
4 Week Ending June 14 52

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Maintainer									8		

Total Labor 8 hr

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
Lunch		1.45							

Total Material 1.45

Equipment	Equipment Hours *				
	A	B	C	D	E

	Description of Work
A	Repair line broken by
B	contractor
C	
D	
E	
F	

* Note: Also report locomotive and automobile miles.

Tele Dept
week #
June 14 52

Correct J Thomas Eng Insp
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Hiway Const Location Drain-Anlauf ~~G.M.O.~~ Audit No. 89305

Gang Section No 22 Report No. 4 Daily or Week Ending June 14 1952

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman									2	1.73	
Labor									8	1.59	

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
Motor Car	mi		20						
Gas	1 gal								
Oil	1 pt								

Total Material

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A Flagging for Contractor
						B
						C
						D
						E
						F

* Note: Also report locomotive and automobile miles.

Sec 22
weekly 4
June 14 52

Correct
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Hwy Coast Location Dwede-Aulauf Audit ~~G.M.O.~~ No. 89305

Gang Section 22 Report No. 6 Daily ~~or Week Ending~~ June 13 1935

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman									1	1.73	
Labor									4	1.459	

Total Labor 5 hr

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Motor Car	Mi		10						

Total Material

Equipment	Equipment Hours * A	B	C	D	E

	Description of Work
A	Flagging for Contractor
B	
C	
D	
E	
F	

* Note: Also report locomotive and automobile miles.

Sec 22
Daily 6
June 13

Correct J. E. Thomas Engr Dept
Title S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Henry Coast Location [illegible] Auber G.M.O. No. 89305

Gang Section #1 22 Report No. 5 Daily ~~or Week Ending~~ June 10 1952

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman									1	1.73	
Labor									4	1459	

Total Labor 5 hr

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Motor Car	mi		10						

Total Material

Equipment	Equipment Hours * A	B	C	D	E	Description of Work
						A Flagging for Contractor
						B
						C
						D
						E
						F

* Note: Also report locomotive and automobile miles.

Sec 22
Daily
June 10 52

Correct J. Thomas Engr-Insp
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR W[illegible] REPORT OF LABOR AND MATERIAL USED

Project Hiway Const Location Divide - Auburn ~~W.O.~~ Audit No. 89305

Gang Divn Engrs Report No. 9 Daily ~~or Week Ending~~ June 16 1952

8 Week Ending June 21 52

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F		Hours	Rate	Amount
Engr Insp										
								8	2.35½	

Total Labor 8 hr

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

	Description of Work
A	
B	Making Reports
C	
D	
E	
F	

* Note: Also report locomotive and automobile miles.

Divn Engr
Weekly 8
June 21 52

Correct J E Moore Engr Insp
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

1-58

SOUTHERN PACIFIC COMPANY

DAILY OR W Y REPORT OF LABOR AN ATERIAL USED

L-7702

Project Hiway Const Location [illegible] G.M.O. No. 89305

Gang Section 22 Report No. 5 ~~Daily or~~ Week Ending June 21 1952

Sub-Division of Work Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman											
Labor									2	1.73	
									8	1.459	

Total Labor 10 hr

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Motor Car	Mi		20						
Gas	1 gal								
Oil	1 pt								

Total Material

Equipment	Equipment Hours * A	B	C	D	E

	Description of Work
A	Flagging for Contractor
B	
C	
D	
E	
F	

* Note: Also report locomotive and automobile miles.

Sec 22
Weekly #5
June 21 52

Correct [illegible]
Title S. P. Co.

Approved H. L. Decker
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

DAILY OR W Y REPORT OF LABOR AN ATERIAL USED

L-7702

Project Hiway Const Location [illegible] Audit ~~G.W.O.~~ No. 89305

Gang Section # 22 Report No. 8 Daily or ~~Week Ending~~ June 20 1952

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman											
Labor									1	1.73	
									2	1.459	

Total Labor

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Motor Car	Mi		10						

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Flagging for Contractor
B
C
D
E
F

* Note: Also report locomotive and automobile miles.

Sec 22
Daily 8
June 20 52

Correct J.C. Moore [illegible] Title S.P. Co.

Approved H. L. Decker Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

DAILY OR W[illegible] REPORT OF LABOR AN[illegible] MATERIAL USED

L-7702

Project Hiway Const

Location [illegible] ~~G.M.O.~~ Audit No. 89305

Gang Section # 22 Report No. 7 Daily ~~or Week Ending~~ June 17 1952

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman											
Labor									1	1.73	
									4	1.459	

Total Labor

Class of Material	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
Motor car	mi		10						

Total Material

Equipment	Equipment Hours *				
	A	B	C	D	E

Description of Work	
A	Flagging for Contractor
B	
C	
D	
E	
F	

* Note: Also report locomotive and automobile miles.

Sec 22
Daily 7
June 17 52

Correct J E Evans Engr Insp
Title S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

L-7702

1-38

SOUTHERN PACIFIC COMPANY

DAILY OR W Y REPORT OF LABOR AN TERIAL USED

Project Hiway Const Location Divide-Auburn Audit ~~G.W.~~O. No. 89305

Gang Section #27 Report No. 9 Daily ~~or Week Ending~~ June 25 1952

6 Week Ending June 27 52

Sub-Division of Work / Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman									1	1.73	
Labor									4	1.459	

Total Labor 5

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Motor Car									
Gas	1 Gal								
Oil	1 Pt								

Total Material

Equipment	Equipment Hours * A	B	C	D	E

	Description of Work
A	Flagging for Contractor
B	
C	
D	
E	
F	

* Note: Also report locomotive and automobile miles.

Section 27
weekly 6
June 27. 52

Correct J E Thomas Engr Insp
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR W[illegible] REPORT OF LABOR AN[illegible] MATERIAL USED

Project Hiway Const Location [illegible] Audit ~~G.M.O.~~ No. 89305

Gang Div Eng Report No. 12 ~~Daily or~~ Week Ending July 12 1952

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Eng Insp									4	2.1875	

Total Labor 4 hrs

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense E Flores									
	Lunch	1							1.00

Total Material 1.00

Equipment	Equipment Hours * A	B	C	D	E

Description of Work
A
B Inspection
C
D
E
F

* Note: Also report locomotive and automobile miles.

Div Eng
weekly 12
July 12, 52

Correct E Flores Eng Insp
Title S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

1-52

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR W[illegible]Y REPORT OF LABOR AN[illegible]MATERIAL USED

Project "Hiway Const" Location Divide-Aulang ~~S.W.O.~~ Audit No. 89305

Gang Divn Engrs Report No. 11 Daily ~~or Week Ending~~ July 10 1952

Sub-Division of Work										
Class of Labor	A	B	C	D	E	F		Hours	Rate	Amount
Engr Insp								2	2.1875	
							Total Labor	2 hrs		

Class of Material *	Unit	Price	Quantities						Amount
			A	B	C	D	E	F	
							Total Material		

Equipment	Equipment Hours *					Description of Work
	A	B	C	D	E	
						A
						B Inspection
						C
						D
						E
						F

* Note: Also report locomotive and automobile miles.

Divn Engr
Daily 11
July 15 52

Correct J E Thomas Engr Insp
Title S. P. Co.

Approved G. L. Deiser
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WE[illegible]Y REPORT OF LABOR AN[illegible] MATERIAL USED

Project Hway Const Location Divide Anlauf ~~G.M.O.~~ Auth No. 89305

Gang Divn Engrs Report No. 10 Daily ~~or Week Ending~~ July 8 1952

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Engr Insp											
									2	2.1875	

Total Labor 2

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense J E Thomas									
	Lunch	1.00							

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A

B Inspection

C

D

E

F

* Note: Also report locomotive and automobile miles.

Divn Engr
Daily 10
July 8 52

Correct J E Thomas Engr Insp
Title-S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

1-52

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WI Y REPORT OF LABOR AN MATERIAL USED

Project Hiway Const Location Divide to Anlauf Audit ~~S.W.~~O. No. 89605

Gang Section 22 Report No. 10 Daily ~~or Week Ending~~ July 14 1952

7 Week Ending July 19 1952

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
		Foreman		@	293.27						
Foreman									1	1.75	
Labor									4	1.479	

Total Labor 5

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Motor Car	Gas		1						
	Oil		½ Pt						

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Flagging for Contractor
B
C
D
E
F

* Note: Also report locomotive and automobile miles.

Sec 22
weekly - 7
July 19 - 52

Correct J E Thomas Engr Tr
Title S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

1-52

L-7702

SOUTHERN PACIFIC COMPANY

DAILY OR WEEKLY REPORT OF LABOR AND MATERIAL USED

Project Hiway Const Location Divide - Anlauf Audit ~~G.W.~~O. No. 89305

Gang Section #22 Report No. 8 ~~Daily or~~ Week Ending July 26 1952

Sub-Division of Work											
Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
			Foreman		29	8 27					
Foreman									4 2/3	175	
Labor									12 2/3	1.479	

Total Labor 17 1/3 hr

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Motor Car #4721									
Gas	2 gal								
Oil	1 qt								

Total Material

Equipment	Equipment Hours * A	B	C	D	E

	Description of Work
A	Flagging for Contractor
B	
C	
D	
E	
F	

* Note: Also report locomotive and automobile miles.

Sec 22
weekly #8
July 26-52

Correct J. Thomas
Title-S.P. Co.

Approved S. L. Decker
Res. Engr. State Highway Dept.

1-52.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WE Y REPORT OF LABOR AN MATERIAL USED

Project Hiway Crost Location Divide Cutoff ~~S.W.O.~~ Contract No. 89305

Gang Section # 22 Report No. 12 Daily ~~or Week Ending~~ July 26 1952

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman									2 2/3	1.75	
Labor											
									2 2/3	1.479	

Total Labor 5 1/3

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Motor Car Gas	1 gal								
Oil	1/2 Pt								

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Flagging for contractor
B
C
D
E
F

* Note: Also report locomotive and automobile miles.

Sec 22
Daily # 12
July 26 - 52

Correct J C Thomas Supv Dsp
Title S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

1-59.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WE[illegible] REPORT OF LABOR AN[illegible] MATERIAL USED

Project Hiway Const Location Divide-Anlauf Audit G.M.O. No. 89305

Gang Section #22 Report No. 11 Daily or Week Ending July 21 1952

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Foreman									2	1.75	
Labor									10	1.479	

Total Labor 12 Hr

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Motor Car #4721	Gas		1 gal						
	Oil		1/2 Pt						

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A Flagging for Contractor
B
C
D
E
F

Sec 22
Daily 11
July 21, 52

Note: Also report locomotive and automobile miles.

Correct J E Thomas Engr Sup
Title S. P. Co.

Approved G. L. Decker
Res. Engr. State Highway Dept.

SOUTHERN PACIFIC COMPANY

L-7702

DAILY OR WE REPORT OF LABOR AND TERIAL USED

Project Hiway Const Location Divide-Anlauf Audit ~~G.M.O.~~ No. 89305

Gang Telegraph Dept Report No. 5 Daily ~~or Week Ending~~ July 21 1952

5 Week Ending July 26 52

Sub-Division of Work

Class of Labor	A	B	C	D	E	F			Hours	Rate	Amount
Maintainer									6		

Total Labor 6 hrs

Class of Material	Unit	Price	Quantities A	B	C	D	E	F	Amount
Expense									
	Dinner	1							1.35

Total Material

Equipment	Equipment Hours * A	B	C	D	E

Description of Work

A

B Repair wire Damage

C

D

E

F

* Note: Also report locomotive and automobile miles.

Tele Dept
Weekly 5
July 26 52

Correct J E Thomas Eng Temp
Title S. P. Co

Approved G. L. Decker
Res. Engr. State Highway Dept.

[illegible]I-1[illegible] Bear Creek bridge at 1942
[illegible] on the Pacific Hwy.
#3641 (Construct a 200' bridge)

RECEIVED

FOR FILING

KSI-189(1)

OREGON STATE HIGHWAY DEPARTMENT

(date)

Dec. 23, 1952

(CONTRACT NO.) 3641	(EST. NO.)	(CONTRACTOR)
3641	7-final	Todd Building Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
23408	R-56165	$ 2,141.82	Dec. ~~23~~ 19, 1952

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Dec. 31, 1952

Time Extensions: None

Completion Date: Sep. 23, 1952

Date Accepted: Oct. 20, 1952

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-24-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

HB Glaisyer Jr

H. B. Glaisyer
Secretary

Warrant Mailed:

aa. Wahlander

NOTED ON CARD

12-24-52

RECEIVED
FOR FILING

December 9, 1952

General Casualty Company of America
Ken Bailey Insurance Agency
Pacific Bldg.
Roseburg, Oregon

Gentlemen:

State Highway contract No. 3641 for bridge construction over Bear Creek at Curtin on the Pacific Highway in Douglas County was completed by the contractor, Todd Building Co., on September 23, 1952 and was formally accepted by the Highway Commission on October 20, 1952.

Final payment in the amount of $2,141.82 will be released to the contractor on or after December 19, 1952. The total contract amount is $45,624.05 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

cc - General Casualty Company of America
General Insurance Bldg.
Seattle 5, Washington
Attn: Surety Department

NOTED ON CARD
12-9-52
rw

RECEIVED
FOR FILING

October 24, 1952

General Casualty Company of America
[illegible]ley Insurance Agency
Pacific Bldg.,
Roseburg, Oregon

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Todd Building Co. on contract No. 3641, covering bridge construction, Bear Creek at Curtin Section, on the Pacific Highway in Douglas County. This payment in the amount of $2,521.83 will be made on or after November 3, 1952. The retained percentage is $1,344.81.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

cc - General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Washington
Attn: Surety Department

NOTED ON CARD
10-24-52

RECEIVED
MAR 1 [illegible]
FOR FILING

March 17, 1952

Todd Building Co.
P. O. Box 27
North Umpqua Highway
Roseburg, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3641, which was awarded to you on February 18, 1952 by the State Highway Commission, covering construction of Bear Creek Bridge at Curtin on the Pacific Highway, Douglas County.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded [illegible]

FORM 9-161X 1900 1-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

RECEIVED
FOR FILING

March 6, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Re: Bear Creek Bridge
F.A.No. BFI-189(9)

Reference is made to your letter of March 4, transmitting comments of your Washington office on the foundations for the above project.

In the preliminary investigation of this project, consideration was given to the carrying of footings of Bents 1, 2 and 3 to rock rather than using the piling as shown. This was not on account of any anticipated damage to the timber piling in driving, but simply a matter of selecting the most economical foundation that would be adequate. The foundation change suggested by your Washington office would materially add to the cost of the structure.

In the first place, the hydrostatic head on footings for Bents 2 and 3 would be increased from 8 feet to approximately 18 feet, while the head on Bent 1 would be approximately 10 feet rather than a dry hole as we have shown it. This would undoubtedly materially increase the cost of shoring and cribbing, and we would estimate that the increase would be at least double the amount bid, or approximately $1,500. The excavation for Bents 1, 2 and 3 would be 325 yards, and, since this extra excavation is from a deeper cofferdam, we would estimate that the price would be at least one third higher, or $8 per yard. If the changes in Bents 1, 2 and 3 were made, only 12 piles would be left in the job. Concrete piles of this number would cost at least $5.00 per foot in place, or a cost for the 300 feet of piles of approximately $1,500. The change would also require 18 cubic yards of concrete and 3,000 pounds of metal reinforcement. On the above estimates and on unit prices bid on this project, the comparison of costs would be as follows:

Added Cost

Shoring and Cribbing				$1,500
Excavation	325	cubic yards	at $ 8.00	2,600
Concrete piles	300	linear feet	5.00	1,500
Concrete	18	cubic yards	59.00	1,062
Metal Reinforcement	3,000	pounds	0.105	315
				$6,977

Reduced Cost

Treated piles	250	linear feet	at $ 2.00	$ 500
Untreated piles	1,100	linear feet	0.60	660
Drive piles	68	only	30.00	2,040
				$3,200
Net added cost				$3,777

From the above, it would appear that the change suggested by the Washington office would add to the cost of the structure approximately $3,777, or 8 percent of the job cost. In our opinion, the danger of serious damage to the timber piles in driving is very slight, and with competent field inspection should not warrant increasing the additional expenditure of nearly $3,800.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:gm

cc W. C. Williams

March 4, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. G. S. Paxson

Dear Sir:

Our Washington Office makes the following comment concerning the design of the Bear Creek Bridge, Divide Anlauf Section, Oregon Project BFI-189(9):

> "We note that the plans show timber piling about 10 feet long driven to hard sandstone at the Bear Creek structure. Our experience shows that serious damage can be caused to timber piling when driven to rock bearing. We suggest that consideration be given to the elimination of these short timber piles and extending the footings of bents Nos. 1, 2, and 3 to rock and the use of reinforced concrete piling at bent No. 4."

These comments are submitted to you for your consideration.

Very truly yours,

C. G. POLK
District Engineer

RECEIVED
1952
FOR FILING

3641

AGENDA
FEB 1

February 18, 1952

Todd Building Company
P. O. Box 27
Roseburg, Oregon

Gentlemen:

The State Highway Commission on February 1, 1952, accepted your proposal to construct the Bear Creek Bridge at Curtin on the Pacific Highway in Douglas County, for the sum of $49,056, and awarded contract No. 3641 to you subject to clearance of right of way and concurrence from the Bureau of Public Roads. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

I am enclosing a copy of the proposal form, which contains specifications, and may be useful pending preparation of the contract forms.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
(OREGON STATE HIGHWAY COMMISSION)

[illegible]
Enc.

cc - H. G. Smith
Goldie Lewis
S. H. Probert
A. H. Franswa (S.I.A.C.)
J. S. Paxson

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate.

FULL RATE		LETTER TELEGRAM	
VICTORY LETTER		SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
February 18, 1952
2:35 p.m.

Todd Building Company
P. O. Box 27
Roseburg, Oregon

The State Highway Commission today received satisfaction of condition governing award to you of contract for Bear Creek Bridge at Curtin on Pacific Highway in Douglas County for which you submitted low bid on February 1. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

Confirmation
C. W. Head
Accounting (5001-900)
Files

RECEIVED
1952
FOR FILING

February 18, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Re: Bear Creek Bridge at Curtin
FAP No. DFI-189(9)

This is to advise that all rights of way and permits of entry on Southern Pacific Company property on the Divide-Anlauf Section have been acquired and that we propose to award a contract, as of today, for the above project to Todd Building Company of Roseburg, Oregon, at their low bid of $49,056.00. May we have your concurrence in this award.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

CHP:gm
cc G. S. Paxson

RECEIVED
FOR FILING
[illegible]
[illegible]

February 18, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Re: Allotment Authorization D35-138 dated Feb. 15, 1952, Project Bear Creek Bridge on Oak Street County Road.

Attached are two copies subject allotment authorization covering 19 tons metal reinforcement, 1 Q 52.

Very truly yours,

C. G. Polk
District Engineer

Encl.

original referred to
Mr [illegible]

1-8307 Unity Junction-Will Gulch Rock 1952
Production Project on the Baker-
Unity Hwy., about 25 M. SW of Baker.
#3642

OREGON STATE HIGHWAY DEPARTMENT

(date)

March 23, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3642	4-final	N. A. TOOLE CONSTR. CO.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
4650	R-62496	$ 644.91	March 20, 1953

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: July 31, 1952

Time Extensions: Extended to Dec. 22, 1952 without penalty

Completion Date: Dec. 22, 1952

Date Accepted: Feb. 17, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 3-23-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: MAR 24 1953

By Floyd Query
Acting Secretary

3-24-53

RECEIVED
FOR FILING

[illegible]

March 18, 1953

N. A. Toole Construction Co.
P. O. Box 637
Ontario, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on February 17, 1953, had under discussion your request for an extension of time of 22 days, from November 30 to December 22, 1952, within which to complete your contract No. 3642 for rock production on the Unity Junction-Mill Gulch Section of the Baker-Unity Highway, Baker County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

al

cc: A. F. Parson,
Division Engineer

Kevin Laughlin,
Resident Engineer

H. G. Smith,
Construction Engineer

TED ON CARD

RECEIVED
FOR FILING

1-8307

March 6, 1953

General Casualty Company of America
J. C. Finley
Lincoln Bldg.,
Portland, Oregon

Dear Sir:

State Highway contract No. 3642 for work performed on the Unity Junction-Mill Gulch Section of the Baker-Unity Highway in Baker County was completed by the contractor, N. A. Toole Construction Co., on December 22, 1952 and was formally accepted by the Highway Commission on February 17, 1953.

Final payment in the amount of $644.91 will be released to the contracton or or after March 16, 1953. The total contract amount is $21,652.29, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FM

cc - General Casualty Company of America
General Insurance Bldg.
Seattle 5, Washington
Attn: Surety Dept.

NOTED ON CARD

3-6-53

RECEIVED
FOR FILING

[illegible]

[illegible]

February 5, 1953

Request for extension of time
No. 5
February 17 and 18 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from the N. A. Toole Construction Company for an extension of time on Contract No. 3642, Unity Junction-Mill Gulch Section of the Baker-Unity Highway, from November 30, 1952 to December 22, 1952.

The contractor had completed all crushing on this project by November 30, but in order to take advantage of good weather he deferred final finishing and shaping of the stock piles until he had transferred his equipment to another contract.

The delay caused no additional expense or inconvenience, and I recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Enclosure

cc Mr. H. G. Smith

HGS fp

RECEIVED
JAN 1 1953
FOR FILING

[illegible]

January 12, 1953

General Casualty Company of America
J. C. Finlay, Agent
Lincoln Building
Portland, Oregon

Dear Sir:

The State Highway Commission is prepared to release semi-final payment to N. A. Toole Construction Company in connection with contract No. 3642, for rock production on the Unity Junction-Mill Gulch Section of the Baker-Unity Highway in Baker County.

This payment, in the amount of $1,776.63, will be released to the contractor on or after January 22, 1953. The retained percentage is $649.71.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

gl

Secretary

cc: General Casualty Company of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Dept.

NOTED ON CARD

Form E-1

"FINAL" REPORT"

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 26, 1952

Section Unity Juncyion-Mill Gulch

Kind of work Rock Production

Highway Baker-Unity

Section prefix 1-8307

Contractor N.A. Toole, Const. Co.

Contract number 3642

Date of contract Feb. 19, 1952

Date of completion July 31, 1952

Date work started Oct. 21, 1952

Estimated date of completion Dec. 22, 1952

Amount of contract . . . . $ 20,790.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering . . . . $ 21,562.71

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $ 1469.70, 6.8 %

Date project was completed Dec. 22, 1952

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor finished shaping up Stock Piles Mon. 22 and Field Party Remeasured Piles Tues. and Wed. Burch, Graves and Seaman.

Tebeau and Laughlin Finaled Esimated and sent to Division Office today.

NOTED
H. G. SMITH

NOTED
W. C. WILLIAMS

RECEIVED
[illegible]
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
K. D. LYTLE

NOTED
B. A. MARTIN

Signed Kevin Laughlin

Address Baker, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			6,300		
Estimated quantities moved or placed to date			6,588.3		
Average daily quantities			Complete		
Average daily quantities necessary to complete project on time					
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			3		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers 1, Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Snow		
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING

1-8207

December 11, 1952

N. A. Toole Construction Co.
P. O. Box 637
Ontario, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on November 24, 1952, had under discussion your request for an extension of time of 122 days, from July 31 to November 30, 1952, within which to complete your contract No. 3642 for rock production on the Unity Junction-Mill Gulch Section of the Baker-Unity Highway in Baker County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: [illegible]. F. Chidsey,
Division Engineer

Kevin Laughlin,
Resident Engineer

H. G. Smith,
Construction Engineer

RECEIVED
FOR FILING
3142

October 31, 1952

Request for extension of time
No. 4
November 24 and 25 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from N. A. Toole Construction Company for an extension of time on Contract No. 3142, Unity Junction-Hill Gulch Rock Production Project, from July 31, 1952 to November 30, 1952.

This contractor subcontracted the crushing of materials for the Evans Corner contract near Ontario and was requested to complete this work in time so that oiling might be done this season. In addition, he was required to re-screen some materials crushed on two other contracts. These materials were unsatisfactory due to extreme moisture which did not permit proper gradation.

The above factors delayed the contractor to such an extent that he was unable to start this project in time to complete by the specified date. The fact of the matter is that Mr. Toole had undertaken slightly more work than he was able to handle within the specified time limit, but, owing to our extreme difficulty in getting contractors to bid on rock work, we are forced to award contracts even though we are of the opinion that time limits might be overrun to some extent. Mr. Toole has been working continuously and is a very good rock producer, and we feel that he should be granted an extension of time on this project without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Enclosure

cc Mr. H. G. Smith

hi

RECEIVED
APR 1 1952
FOR FILING

March 31, 1952

N. A. Toole Construction Co.
P. O. Box 637
Ontario, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3642, which was awarded to you on February 19, 1952 by the State Highway Commission, for rock production on the Unity Junction-Mill Gulch Section of the Baker-Unity Highway in Baker County.

We are also mailing an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
FOR FILING

February 20, 1952

N. A. Toole Construction Company
P. O. Box 637
Ontario, Oregon

Gentlemen:

The State Highway Commission on February 19, 1952, awarded you Contract No. 3642 for the Unity Junction-Mill Gulch Rock Production Project on the Baker-Unity Highway in Baker County. This award was based on your low bid of $20,790.00 submitted on that date.

I am enclosing a copy of the proposal form, which contains specifications, and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhs
enc.

cc: H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

2-4209 Albany Bridge Painting 1952

#3643

RECEIVED
FOR FILING
FORM E-30 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 31, 1954

SUBJECT: Your File 2-4209
Albany Bridge Painting, Contract #3643

State Highway Commission
vs.
A. I. Holloway, et al.
Marion County No. 40199
Suit in Interpleader

To: H. B. Glaisyer, Secretary
Office

Dear Mr. Glaisyer:

Herewith attached is copy of our letter this day forwarded to State Farm Insurance Companies, Berkeley 4, California, by way of acknowledgment of their letter of March 11, 1954, directed to Earl T. Newbry, Secretary of State, routed to your office and from your office to that of the Chief Counsel.

The letter from State Farm Insurance Companies will be retained in our file under the above reference, and we hand you herewith a copy of the same for your file.

Very truly yours,

Charles Peterson
CHARLES PETERSON
Assistant Attorney

CP:a

Enc. 2

NOTED
H. B. GLAISYER

123X 37,500 4-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

March 31, 1954

State Farm Insurance Companies
Berkeley 4,
California

re: Your Claim No. 37-058-572

re: State of Oregon
vs.
P. L. Holloway, et al.
Suit in interpleader
Marion County Circuit Court

Attention: Wm. W. Snead
Claims Adjuster

Gentlemen:

Your letter dated March 11, 1954, directed to Mr. Earl T. Newbry, Secretary of State, relative to claim identified as above noted was forwarded to the Secretary of the State Highway Commission and by that office to Mr. C. W. Enfield, Chief Counsel for the State Highway Commission. Your inquiry has finally this date been handed to me and I hasten to acknowledge the same.

Several insurers, in the same category as your company, I take it, have reduced their subrogated claims to judgment and levied on the fund in the possession of the State Highway Commission. Holloway, the contractor, had assigned all his interest in the fund to a third party, who had demanded the amount under the assignment from the State Highway Commission. The entire matter was resolved by making all such claimants defendants in a suit in interpleader filed in Marion County (Salem, Oregon). A decree has been regularly granted permitting payment over unto the court of the entire fund by the State Highway Commission and absolving that body from further liability. Thereafter, I am advised, the court entered its further decree distributing the fund to the appearing defendants.

You may wish to forward further inquiry directly to this reference.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

CHARLES PETERSON
Assistant Attorney

CP:fm
cc: Secretary of State,
Records Division.
✓H. B. Glaisyer, Secretary,
State Highway Commission

H-123X 37,500 4-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

March 31, 1954

Earl T. Newbry, Secretary of State
Capitol Building
Salem, Oregon

re: Your file No. 3392

Dear Sir:

Attached hereto is copy of a letter this day forwarded to the State Farm Insurance Companies, Berkeley 4, California, by way of acknowledgment of their letter of March 11, 1954, directed to your office under your file No. 3392.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

CHARLES PETERSON
Assistant Attorney

CP:fm

Enc.

cc: H. B. Glaisyer, Secretary
StateHighway Commission

[illegible]

C O P Y   Berkeley 4, California   C O P Y

March 11, 1954

Earl T. Newbry
Secretary of State
Salem, Oregon

Re: Your File No. [illegible]
Re: Claim No. 37-05[illegible]-57[illegible]

Dear Sir;

In March 1952 we filed a claim for [illegible] materials [illegible] on automobiles [illegible], [illegible] the bond taken from [illegible] L. Holloway [illegible] U. S. Fidelity & Guaranty Company arising [illegible] of the Willamette River Bridge at Albany, Oregon on the [illegible] Highway.

We [illegible] appreciate it if you [illegible] advise this office [illegible] and if any action has been taken [illegible] claim [illegible].

Very truly yours,

/s/ [illegible]

[illegible]
Claims Adjuster
[illegible]/jh

FORM S-133 80M REVISED 2-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

2i

4-2-4211
3642

August 4, 1953

Mr. Ben R. Chandler, Chairman
Oregon State Highway Commission
P. O. Box 609
Coos Bay, Oregon

Mr. Charles H. Reynolds, Member
Oregon State Highway Commission
P. O. Box 391
La Grande, Oregon

Mr. M. K. McIver, Member
Oregon State Highway Commission
225 S. W. Broadway
Portland 5, Oregon

Re: State of Oregon
v.
F. L. Holloway, et al.

Gentlemen:

On February 11, 1952, the Commission awarded a contract to F. L. Holloway Painting Company, of Tacoma, Washington, to paint the Willamette River Bridge in Albany on the Albany-Corvallis Highway. This contract, Contract No. 3642, was in the total amount of $11,975.00, and work was completed on July 22, 1952, and accepted by the Commission on August 12, 1952. There was then earned and unpaid, and there is still unpaid, the sum of $5,293.15 on the final estimate and including retained percentages.

A deluge of claims were made with the Secretary of the Commission against the contractor for damages arising out of paint being sprayed on automobiles, and payment to the contractor was withheld pending clearance under the terms of the contract.

Thereafter a number of these claims were paid by the individual automobile owners' insurance companies, and actions were brought against the contractor by the insurers under their rights of subrogation. Upon filing suits, the plaintiff insurers issued writs of attachments and notices of garnishments against the funds due from the Commission to the contractor. There were five separate actions filed, and the amount sought by these several plaintiffs is in excess of that owing upon the contract.

The contractor evidently did not contest these actions filed against him, and, in fact, he assigned all of his rights to the retained money, which assignment indicated that it was in consideration for money advanced to carry out the contract. When the assignee first presented

C.C.R.

the assignment to the Commission he stated that it was his position that the assignment had priority, except for the attachments previously levied. Subsequently we find that the assignee has changed his position and claims all of the money, not withstanding the prior attachments.

The actions by the insurers have been reduced to judgment and writs of execution have been issued, and demand made by the sheriff that the money be paid over to him. Considering the conflict existing between the several judgment creditors and the assignee, all of whom claim money held by the State owing to the contractor, and for the proper protection of the State's interest in this matter, it is my opinion that a suit in interpleader is the appropriate course of action to be taken, and to forestall any attempted action to be taken by the judgment creditors against the State, a suit in interpleader has been filed in the Circuit Court for Marion County, and your confirmation of the commencement of this suit is requested.

Yours very truly,

[illegible]
Chief Counsel

[illegible]
cc - R. H. Baldock
H. B. Glaisyer
Leonard Lucas
Charles Peterson
[illegible]

FORM E-30 25M 9-51 82318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

AGENDA
AUG 6 1953

2,i

Salem, Oregon
July 30, 1953

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary
OFFICE

Dear Mr. Glaisyer:

Please place the following matter upon the agenda for the August 6 and 7 meeting of the Commission:

Authorize commencement and prosecution of a suit in interpleader to dispose of money held by the State in connection with the State's contract with P. L. Holloway for the painting of the bridge on the Albany-Corvallis Highway in Albany in 1952.

Yours very truly,

CWEnfield
C. W. ENFIELD
Chief Counsel

CWE:sth
cc: R. H. Baldock

RECEIVED
AUG 1953
FOR FILING

2-4201

31

Mrs Lewis

note on card

July 31, 1953

Mr. C. H. Maison, Auditor

Dear Mr. Maison:

Mr. Rohde of the Legal Department informs me that today, if possible, the Commission will file a complaint in equity in the Circuit Court of the State of Oregon for the County of Marion, naming P. L. Holloway, et al who have a claim against the balance due on Contract No. 3643, including the surety. This complaint is in the nature of a suit in interpleader wherein the Commission prays that the Court determine who among the defendants is entitled to receive the check heretofore drawn in favor of the said P. L. Holloway.

It is alleged in the complaint that the warrant is being tendered into court for this purpose. In view thereof, you are hereby authorized to release the warrant to Mr. Rohde who will deliver it to the court in person. It is my understanding that the warrant is in the amount of $3,293.13.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:mm

NOTED ON CARD
7-31-53

RECEIVED FOR FILING

FORM E-123 90M REVISED 2-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

1859

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

[illegible]
3643

July 2, 1953

Mr. John L. Luvaas
Attorney at Law
204 Titus Building
16 East Broadway
Eugene, Oregon

Re: Farmers Insurance Exchange v.
P. L. Holloway, dba Holloway
Painting Company, State Highway
Contract no. 3643

Dear Mr. Luvaas:

In our last letter we promised to keep you advised as to what action the State Highway Commission proposed to take with respect to the funds it holds under the above mentioned contract. We also explained the various conflicting claims that have been made upon the Commission with respect to said fund and the precarious position the Commission would be in if the funds were released to the sheriff on your garnishment.

It has now been decided that a suit in interpleader will be filed naming all the parties who have asserted a claim so that the Commission can be releived of any risk in the distribution of the fund which it is holding in the role of stakeholder. Our office is engaged in a number of cases throughout the State with a number of others pending immediately upon their close. The suit will be filed just as soon as our work load permits of the preparation of the complaint.

I am sure you can understand the reason for the Commission's decision in this matter and that it does not stem from any desire to delay the distribution of the fund in such manner as may be prescribed by law. I can also assure you that it has no concern in the distribution other than that of protection to the State.

With the above in mind, I trust you will not find it necessary to take any such action as proposed in your letter of June 25, 1953. However, in that regard I must invite your attention to Section 8-708 OCLA.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

G. E. Rohde
Assistant Attorney

GER:er

cc: H.B. Glaisyer
Secretary
State Highway Commission

REFERRED TO [illegible]

NOTED
F. QUERY

FORM [illegible] REVISED [illegible]

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

1859

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

2-4201

July 2, 1953

3645

NOTED
H. B. GLAISYER

Mr. Wayne Coffee
Attorney at Law
400 W. First Ave.
Albany, Oregon

Re: Mayflower Inter-Insurance Co.
vs.
P. L. Holloway, doing business as
Holloway Painting Company

State Highway Contract no. 3643

Gentlemen:

I have promised to keep you advised as to what action the Highway Commission proposes to take in connection with the fund it is holding under the above mentioned contract and particularly with respect to the attachment and garnishment issued in the above entitled case.

I have previously mentioned to you the fact that the Commission is purely a stakeholder insofar as the retained money is concerned and that it would like to release the same if such could be done without any risk of further liability. In fact we were attempting to do just that predicated on a belief that there would be no claim made if the fund were released to the sheriff on the process already served. This belief, we now find, was unfounded as an assignee of P. L. Holloway claims the entire fund per an assignment allegedly given him as security for money advanced to Holloway towards payment of material and labor furnished in connection with said contract and for other indebtedness.

The Commission is in no position to determine the validity of such claim which is in conflict with the garnishments that have been served. Equitably, the Commission should not be placed in a position of having to assume the risk of making any such determination. There are also numerous other claims which have been filed with the Commission for damages against P. L. Holloway which will also be included for a court's decision. For these reasons, it has been decided that a suit in interpleader should be instituted and such suit will be filed as soon as our work load will permit the drafting of a complaint. Our trial section is now heavily engaged in a number of condemnation actions throughout the State with a number of other cases pending as soon as they have completed the ones now being tried.

I trust you can understand the reason for taking this action and that the Commission has no interest in the distribution of the money other than it be

REFERRED TO
BY SECRETARY

NOTED
F. QUERY

applied according to law and the Commission not be called upon to pay the same twice.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

G. E. Rohde
Assistant Attorney

GER:er:ab

cc: H.B. Glaisyer
Secretary
State Highway Commission

RECEIVED
APR [illegible] 1953
FOR FILING

2-4209

3643

March 26, 1953
Salem, Oregon

C. W. Enfield
Chief Counsel

Dear Mr. Enfield:

Attached is an Execution in the District Court of Linn County on behalf of the Mayflower Inter-Insurance Exchange against P. L. Holloway Painting.

This paper was served in our office at 1:45 p. m. today and is being forwarded to you for such action as is necessary.

Very truly yours,

Floyd Query
Acting Secretary

FQ:jmc

Encl.

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APR 7 1953
FOR FILING

24-[illegible]

264

March 20, 1953

Mr. John L. Luvaas
204 Titus Building
16 East Broadway
Eugene, Oregon

Dear Mr. Luvaas:

We have your letter of March 18 concerning three judgments which you state were served on this office against P. L. Holloway in favor of Farmers Insurance Exchange. Although the judgments are usually served in this office, replies to them are made by our Legal Counsel; and, therefore, we are referring your letter to Mr. C. W. Enfield, the Highway Commission's Chief Counsel, for reply.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr. C. W. Enfield

JOHN L. LUVAAS
ATTORNEY AT LAW
704 Titus Building
16 East Broadway
EUGENE, OREGON
Telephone 5-4389

March 18, 1953

Mr. H. E. Glaisyer
Secretary to State Highway Commission
Highway Commission Office Bldg.
Salem, Oregon

RE: Farmers Insurance Exchange
vs. F. L. Holloway

On February 13th, execution was served upon you in the above matters and a demand was made upon you by the sheriff of Marion County that you pay into Court the amount required to satisfy the various judgments in the sums of $600.13 on case number 42337, $775.07 on case number 42491, and $478.23 on case number 42629.

To this date, I have heard of no return whatsoever having been made by your office. I must therefore advise you that proceedings will be undertaken against the Highway Commission promptly for the payment of these judgments unless the money is forthcoming immediately.

Very truly yours,

/s/ J. L. Luvaas
JOHN L. LUVAAS

JLL:be
cc: Denver Young, Sheriff
Marion County Courthouse
Salem, Oregon

COPY

RECEIVED
1953
FOR FILING

[illegible]

36113

Salem, Oregon
March 19, 1953

Mr. C. W. Enfield
Chief Counsel
Building

Dear Mr. Enfield:

Attached is a copy of an Execution and a Notice of Garnishment against Holloway Painting Company by the Oregon Automobile Insurance Company for $582.50 plus Attorney's fees.

These papers were served in this office at 1:30 p.m., March 18, 1953.

Very truly yours

Secretary

FAQ:md
Attach.

NOTED ON CARD
3-19-53

RECEIVED
APR 8 1953
FOR FILING

2-4[illegible]

[illegible]

March 16, 1953

Query - Mrs Lewis
notes on card

Mrs. M. M. Fisher
c/o H. P. Fisher & Sons
6541 Holly Terrace
Seattle 8, Washington

Dear Mrs. Fisher:

This is to acknowledge receipt of your letter of March 7, 1953 regarding the claim of H. P. Fisher & Sons against P. L. Holloway Painting Company.

In the last paragraph of your letter, you request that your letter be placed in the file on this case and that it be given the same consideration as has been given other claimants for the funds remaining to be paid by the State Highway Department to P. L. Holloway Painting Company in connection with its contract with the State Highway Commission of Oregon, Contract No. 3643, for painting the Willamette River Bridge on the Albany-Corvallis Highway in Albany, Oregon. We shall be glad to comply with your request.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

NOTED ON CARD
3-16-53

PAINTING AND DECORATING CONTRACTORS OF AMERICA 1884

H. P. FISHER & SONS

Industrial Painting

STEEL PAINTING A SPECIALTY
SAND BLASTING
ELECTRIC POWER STAGINGS

PAINTERS OF:

- Cables New Tacoma Narrows Bridge
- Steel Structures on Lake Washington Pontoon Bridge Seattle, Wash.
- Columbia River Bridge Wenatchee, Wash.
- Aurora Bridge Seattle, Wash.
- 1,000,000-Gallon Water Tank Seattle
- Sandblasting and Painting Structures Hanford, Wash.
- American Smelting & Refining Co. Tacoma Plant
- Sandblast Removal Camouflage Paint Bonneville Dam
- Seattle Times Plant Addition
- And Many Others

6541 HOLLY TERRACE
SEATTLE 8, WASH.

TELEPHONE:
RAinier 3509

March 7, 1953

ANSWERED
H. B. GLAISYER

Oregon Highway Commission
Salem, Oregon

Re: P. L. Holloway Painting Company
Contract 3543

Gentlemen:

Under date of 27 January 1953, we wrote notifying you that we have a claim for the full amount of money due to P. L. Holloway Painting Co. on the above named contract, secured by an agreement and note dated and signed by P. L. Holloway, 18 March 1952. 18 February 1953 we sent registered mail, an assignment of these funds executed in our favor by P. L. Holloway which is substantially in the same form as A-204-1M-9-51, and which we feel should be honored. Consent of the surety of contract should not be required, since they disclaimed responsibility for these damage claims which have held this payment up.

Mr. Holloway has left the United States, in effect dropping this whole matter. He will not defend the claims against him, it appears, having neither the funds nor ability to cease working for a living in order to do so.

We feel that our claim should be given the same consideration of those which were filed with you in [illegible] and under which you withheld final payment, and which were, in some cases, for undetermined amounts and none of which offered actual proof of damages sustained.

Holloway's files, which he left here with us, disclose the following: The contract state, in substance (1.7.9.) that as much of the money due the contractor may be withheld as the engineer considers necessary to settle suits or actions filed AGAINST THE HIGHWAY COMMISSION; and further (1.9.11) that suspension of payment can be made IF SUITS OR CLAIMS AGAINST THE COMMISSION REMAIN UNSATISFIED. No suits or actions have been filed against the commission, all name Holloway as defendent. There is no record that within a reasonable length of time an estimate was ever made of the amount of funds to be withheld under 1.9.11, even if such suits or actions had been filed. In addition the amount stipulated in the contract to be retained to protect the State's interest is 7½%, or $[illegible]98.00. By withholding the full estimate the Commission placed Holloway in the unfair position of being forced to defend any and all claims, just or unjust, or not receiving his earned estimate. After of 70 days of such withholding, during which time the Commission informed all inquirers that it would withhold these funds accessible to claims, the first garnishment was served. This policy was continued for a period from 112 to 197 days, during which garnishments in excess of 50% of total contract price were allowed to be presented. At least two of these garnishments ([illegible] INS. EXCHANGE & OREGON AUTOMOBILE INS. CO.) are not properly prepared, in that both contain the names of certain claimants included therein, for whom no previous demand for payment was ever presented.

This is proved by comparison of letters of demand with the garnishment papers.

In addition these garnishments and certain other claims which the Commission has included as reason for withholding funds, state that damage occurred on dates when the Commission's own records show that no painting was being done, particularly those naming dates subsequent to July 22, 1952. A number of them name July 30, 1952 as the date of damages being sustained, when the final estimate showing work to be completed is dated July 30, 1952 and shows 100% completion as of July 23, 1952.

There may have been some damage done by spray painting operations, we cannot judge on this. But it certainly is obvious that many of these claims are fraudulent, and are a result of the Commission withholding the funds, plus the Liability Carrier denying responsibility for claims under $50.00.

Under the circumstances related, we take the position that our assignment should be honored for all funds over and above the 7½% (898.00) which the contract states may be retained to protect the State's interests, except where claims have been filed against the State.

For the present, we do not have legal counsel to handle this matter for us. We are already at what appears to be a possible large financial loss in this matter and do not wish to undertake further expense until some definate action in this matter is taken by the Commission.

Kindly place this letter in the file on this case, giving it the same consideration in the matter of withholding any payment to anyone of these funds, as has been accorded other claimants, whether made by garnishment or simple statement of alleged damage.

Yours very truly,

by M. M. Fisher, (wife)
K. P. and Mildred M. Fisher (wife)

dba H. P. FISHER & SONS

3-17-53

RECEIVED
[illegible]
FOR FILING

Lewis

April 30, 1953

The Ohio Casualty Insurance Company
200 Woodlark Building
Portland 5, Oregon

Gentlemen:

In reply to your letter of April 29 concerning spray paint damage to some of your clients on the Ellsworth Street Bridge in Albany, we can advise that P. L. Holloway Painting Company held Contract No. 3643 for painting the Willamette River Bridge at Albany on the Albany-Corvallis Highway. This bridge is situated at the west end of Ellsworth Street and is a state highway bridge.

The United StatesFidelity and Guaranty Company through Karl H. Doerre, 1112 Cascade Building, Portland 4, furnished the performance bond for this contract.

The contract was completed July 22 and accepted by the Highway Commission on August 18, 1952. We usually advise claimants that if they wish to protect their claims for a period longer than six months following completion of the contract and acceptance by the Commission that they should file their claims with the Secretary of State. Although you may be familiar with the law in this case, we are, for your easy reference, attaching an excerpt pertaining to the filing of claims.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

FAQ:md
Attach.

NOTED ON CARD

ND SLONEKER, PRESIDENT
MARTIN J. WYS, SECRETARY

THE
OHIO CASUALTY INSURANCE COMPANY

NEIL BALDWIN, MANAGER
CLAIM DEPARTMENT
200 WOODLARK BUILDING
PORTLAND 5, OREGON
TELEPHONE
ATWATER 8611

April 29, 1953

State of Oregon
Highway Department
Salem, Oregon

Gentlemen:

Re: ORE COMP A-566182
Howard C. & Helga A. Wooley

ORE COMP A-566310
Clarence E. Rowe

ORE COMP A-598871
Joe Taucher

ORE COMP A-598883
Rex R. Gaslin

During the months of June and July, 1952, this company had reported to it several losses involving spray paint damage occurring at the Ellsworth Street Bridge, Albany, Oregon.

Checking into this matter we find that the P. L. Holloway Painting Company, Route 2, Box 367A, Tacoma, Washington, were the painting contractors working on the bridge at the time.

First of all, would you be so kind as to advise us whether this bridge is a state bridge or a county bridge.

Second, it is our understanding that these contractors, when jobs are let by the State, are required to furnish a bond. Would you advise us as to whether or not the P. L. Holloway Painting Company provided a bond in connection with this operation, if indeed the matter was handled for the State of Oregon. If the painting contractors did provide a bond, would you advise what the expiration date is on same.

Your early advices will be greatly appreciated.

Yours very truly,

OHIO CASUALTY INSURANCE COMPANY

Kenneth L. Kerr

Kenneth L. Kerr

KLK:RB

RECEIVED
FOR FILING

Lewis

April 30, 1953

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

We have received a letter dated April 29 from the Ohio Insurance Company, 200 Woodlark Building, Portland 5, stating that several losses have been reported to them for spray paint damage on the Willamette River Bridge at Albany during the months of June and July, 1952. The amounts of the claims are not stated, but they apparently pertain to the operations of the P. L. Holloway Painting Company for painting the Willamette River Bridge at Albany under State Highway Contract No. 3643.

We provide this information as your Company appears as surety on the performance bond furnished with the contract mentioned above.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

FAQ:md

cc - United Pacific Insurance Company
627 Board of Trade Building
Portland 4, Oregon

Mr. Karl H. Dorre
1112 Cascade Building
Portland 4, Oregon

P. L. Holloway Painting Co.
Route 2, Box 367A
Tacoma, Washington

HOLD ON [illegible]

MR. Williams

W. C. WILLIAMS

THE
OHIO CASUALTY INSURANCE COMPANY
Claim Department
200 Woodlark Building
Portland 5, Oregon

April 29, 1953

State of Oregon
Highway Department
Salem, Oregon

Gentlemen:

Re: ORE COMP A-566182
Howard C. & Helga A. Wooley

ORE COMP A-566310
Clarence E. Rowe

ORE COMP A-598871
Joe Taucher

ORE COMP A-598883
Rex R. Gaslin

During the months of June and July, 1952, this company had reported to it several losses involving spray paint damage occurring at the Ellsworth Street Bridge, Albany, Oregon.

Checking into this matter we find that the P. L. Holloway Painting Company, Route 2, Box 367A, Tacoma, Washington, were the painting contractors working on the bridge at the time.

First of all, would you be so kind as to advise us whether this bridge is a state bridge or a county bridge.

Second, it is our understanding that these contractors, when jobs are let by the State, are required to furnish a bond. Would you advise us as to whether or not the P. L. Holloway Painting Company provided a bond in connection with this operation, if indeed the matter was handled for the State of Oregon. If the painting contractors did provide a bond, would you advise what the expiration date is on same.

Your early advices will be greatly appreciated.

Yours very truly,

OHIO CASUALTY INSURANCE COMPANY

/s/ Kenneth L. Kerr
Kenneth L. Kerr

KLK:RB

FORM 2-123 50M REVISED 2-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

1859

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

April 28, 1953

REGISTERED MAIL

Mr. P. H. Holloway
818 Third Street
Anchorage, Alaska

Re: State Highway Commission
Contract no. 3643

Dear Sir:

Attached hereto is the original of a letter dated April 10, 1953 and transmitted to you on that date by registered mail at the address in Tacoma, Washington, where our correspondence with you has heretofore been mailed. The letter has just been returned to us by the postal department stamped "unclaimed".

We have done our best to obtain your present address so that you might have the information set forth in the enclosed letter and hope that this will reach you.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

G. E. Rohde
Assistant Attorney

GER:er
Attachment

H. B. Glaisyer

FORM E-133 50M REVISED 2-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

1859

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

April 28, 1953

United States Fidelity and Guaranty Co.
Suite 201, Portland Trust Building
319 S.W. Washington Street
Portland 4, Oregon

Att: Jos. A. Boyce
Supt. of Claims

Re: 53-S-373
Principal- P.L. Holloway Painting Co.
Obligee-State of Oregon
State Highway Commission Contract
no. 3643

Gentlemen:

This is in reply to your letter of April 24, 1953 in reference to the above entitled matter. We are sorry we did not answer your earlier letter with the information you requested. It was overlooked entirely, evidently based on the thought that we had given you all the facts which we had in our file.

We have no knowledge of any claim for labor or material as such. There have been two claims filed with this office and the Secretary of State under the procedure set up in Section 98-100 OCLA, both of which disclose the claim arises out of negligent operation of spray paint equipment by P. L. Holloway. One such claim is by the State Farm Mutual Insurance Company in the amount of $1,266.25, filed March 6, 1953, and the other by National Farmers Union Property and Casualty Company Company, filed November 24, 1952 in the amount of $55.00. I am sure you have heretofore received copies of both of these claims. Strictly hearsay information coming to us is to the effect that some of the unsecured claimants may bring actions against the State and/or the surety company.

We would appreciate your advice as to our inquiry of April 1, 1953 as soon as possible to the end that some final determination can be made in this matter.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

G. E. Rohde
Assistant Attorney

GER:er
cc: H.B. Glaisyer ✓
United States Fidelity and Guaranty Co.
Central Building, Seattle Washington
Attention: Henry C. Hines

April 10, 1953

REGISTERED

Mr. P. L. Holloway
P. L. Holloway Painting Company
Route 2, Box 367A
Tacoma, Washington

State Highway Commission
Contract no. 3643

Dear Sir:

Our files reveal that you have heretofore been notified in each instance of the complaints that have been filed against you and the fact that writs of attachment were issued in each said action and notices of garnishment were served on the State Highway Commission as the holder of funds earned and payable to you on the above referenced contract.

This is to further advise that each of the cases has now been prosecuted to judgment and process has been issued out of the respective courts to subject the funds held by the Commission and owed to you on said contract to the payment of these judgments. The cases and the court out of which process has issued, as well as the amounts of the judgments and costs are listed herein below:

1. Farmers Insurance Exchange vs. P. L. Holloway, dba Holloway Painting Company in the Circuit Court of the State of Oregon for the county of Lane, case no. 42337 in the amount of $374.75, together with $250.00 attorneys fees and $65.37 costs.

2. Farmers Insurance Exchange vs. P. L. Holloway, dba P. L. Holloway Painting Company in the Circuit Court of the State of Oregon for the county of Lane, case no. 42491 in the amount of $459.70, together with attorneys fees, $250.00 and $65.37 costs.

3. Farmers Insurance Exchange vs. P. L. Holloway, dba Holloway Painting Company in the Circuit Court of the State of Oregon for the county of Lane, case no. 42629 in the amount of $280.15, together with $150.00 attorneys fees and $48.08 costs.

4. Mayflower Inter-insurance Exchange vs. P. L. Holloway, dba P. L. Holloway Painting Company in the District Court of the State of Oregon for Linn County, case no. 1-315 in the amount of $653.65, together with $300.00 attorneys fees and $41.08 costs.

5. Oregon Automobile Insurance Company vs. P. L. Holloway, dba P. L. Holloway Painting Company in the Circuit Court of the State of Oregon for Linn County, case no. 24936 in the amount of $582.00, together with $450.00 attorneys fees and $44.31 costs.

As you can see, the total of these judgments substantially exceeds the $3,293.13 held by the Commission as the final estimate on your above mentioned contract. Your attention is also invited to the fact that numerous additional claims have been made to the Commission totaling several thousand dollars alleged to have become due for spray paint damage to automobiles. Your records will show that these various claims were brought to your attention as they were made to the Commission.

The Commission cannot pass upon the validity or invalidity of these judgments taken against you. Any legal grounds you may have for setting aside the judgments and the process which has been issued out of the respective courts against the funds in the hands of the Commission and due you, will have to be prosecuted by yourself or your attorney in the proper court. Under the facts as they are known to this office and the statutes controlling in this circumstance, it would appear there is no alternative than that the Commission turn over these funds to the attaching officer or commence suit in equity to require all of the parties making claim against these funds, to interplead among themselves their respective rights thereto and let the court determine to whom and in what amounts it should be paid. In either event the Commission can but act as a disinterested stake holder and the funds will of necessity, have to be applied as by the law required.

I might also point out that H. P. Fisher and Son, 6541 Holly Terrace, Seattle, Washington, has transmitted to this office what purports to be an assignment on your part to that firm of the entire amount still due under said contract no. 3643 to apply on an indebtedness arising out of advances made by the assignee to you for materials and labor used in the performance of said contract. This assignment was dated February 17, 1953. Your immediate confirmation of said assignment is requested.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

G. E. Rohde
Assistant Attorney

GER:er

cc: H. B. Glaisyer

Portland 114 32-48

RECEIVED

FOR FILING

2-4209

3643

CARBON COPY FROM
UNITED STATES FIDELITY AND GUARANTY COMPANY
W. TALBOT SINCLAIR, Manager
PORTLAND 4, OREGON

April 3, 1953

Oregon State Highway Department
Salem, Oregon

Attention: C. W. Enfield, Chief Counsel

Dear Sir:

Re: State Highway Commission Contract #3643
P. L. Holloway dba P. L. Holloway Painting Co.
Our file - 53-S-373 -

In reply to your letter of April 1, 1953, please be advised that this office is waiting for a response from our Seattle office with respect to the information requested in the last paragraph of your letter of April 1st. As soon as we hear from them we shall advise you immediately.

In the meantime, would you please be so kind as to favor us with a list of claims together with the amounts thereof, if any thereto, that have been filed for labor and material in connection with this job.

Thanking you for your cooperation, we remain

Yours very truly,

Jos. A. Boyce

Jos. A. Boyce
Supt. of Claims

JAB:bj
cc: H. B. Glaisyer, Secretary - Oregon State Highway Dept. - Salem, Ore.
cc: Seattle, Washington office
cc: Home Office - Surety Claims

RECEIVED

STATE HIGHWAY COMMISSION

FORM 25M 11-51

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

April 1, 1953

U.S. Fidelity and Guaranty Co.
201 Portland Trust Building
Portland 4, Oregon

Re: State Highway Commission
Contract #3643 - P.L. Holloway,
dba P. L. Holloway Painting Co.

Att: Mr. W. Talbot Sinclair, Manager

Gentlemen:

Our files reveal that you have heretofor been notified in each instance of the complaints filed against the above named contractor and the fact that writs of attachment were issued in each said action and notices of garnishment served on the State Highway Commission as the holder of funds earned and payable on the above reference contract and on which your company is bound as surety.

This is to further advise that each of the cases has now been prosecuted to judgment and process has been issued out of the respective courts to subject the funds held by the Commission and owed to P. L. Holloway on said contract to the payment of these judgments. The cases and the court out of which such process has issued, as well as the amounts of the judgments and costs are listed herein below:

1. Farmers Insurance Exchange vs. P. L. Holloway, dba Holloway Painting Company in the Circuit Court of the State of Oregon for the county of Lane, case no. 42337, together with $250.00 attorneys fees and $65.37 costs. Judgment in the amount of $374.75.

2. Farmers Insurance Exchange vs. P. L. Holloway, dba P. L. Holloway Painting Company in the Circuit Court of the State of Oregon for the county of Lane, case no. 42491 in the amount of $459.70, together with attorneys fees, $250.00 and $65.37 costs.

3. Farmers Insurance Exchange vs. P. L. Holloway, dba Holloway Painting Company in the Circuit Court of the State of Oregon for the county of Lane, case no. 42629 in the amount of $280.15, together with $150.00 attorneys fees and $48.08 costs.

4. Mayflower Inter-insurance Exchange vs. P. L. Holloway, dba P. L. Holloway Painting Company in the District Court of the State of Oregon for Linn County, case no. 1-315 in the amount of $653.65, together with $300 attorneys fees and $41.08 costs.

5. Oregon Automobile Insurance Company vs. P. L. Holloway, dba P. L. Holloway Painting Company in the Circuit Court of the State of Oregon for Linn County, case no. 24936 in the amount of $582.00, together with $450 attorneys fees and $44.31 costs.

As you can see, the total of these judgments substantially exceeds the $3,293.13 held by the Commission as the final estimate on the P. L. Holloway contract by a considerable amount. Your attention is also invited to the fact that numberous additional claims have been made to the Commission totaling several thousand dollars alleged to have become due for spray paint damage to automobiles. Your records will show that these various claims were brought to your attention as they were made to the Commission.

I might also point out that H. P. Fisher and Sons, 6541 Holly Terrace, Seattle 8, Washington, has transmitted to this office a purported assignment on the part of P. L. Holloway, dba P. L. Holloway Painting Company to the said Fisher and Sons of the entire amount due under said contract no. 3643 to apply on an indebtedness arising out of advances made by the assignee for payment of material and labor upon said contract. This assignment is dated February 17, 1953.

In view of the fact that the above mentioned judgments and claims would all appear to have arisen out of the contractor's performance of the said contract no. 3643 and your liabilities under the bond filed with said contract, we request that you advise this office at once whether you have any claims to the remaining funds earned and payable on said contract, together with the basis of your claim. If you have no such claim, please inform us specifically that insofar as your company is concerned, the funds are released and can be paid to the contractor, his judgment creditors, or assignees as may be proper in the case.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

G. E. Rohde
Assistant Attorney

GER:er

cc: H. B. Glaisyer
cc: United States Fidelity and Guaranty Co.
Central Bldg, Seattle, Washington

March 27, 1953

Mr. Denver Young, Sheriff
Marion County
460 N. High Street
Salem, Oregon

Re: Farmers Insurance Exchange,
an inter-insurance exchange,
Plaintiff
vs.
P. L. Holloway, doing business as
Holloway Painting Company,
Defendant

Dear Sir:

Please find enclosed the Answer of the State Highway Commission in the matter of the Notice of Garnishment in the above entitled case by virtue of a writ of execution, issued in the Circuit Court of the State of Oregon for Lane County, case number 42491, served by you on the Oregon State Highway Commission on February 13, 1953.

Would you please see that this answer is transmitted for filing in the above entitled case.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

G. F. Rohde
Assistant Attorney

GFR:er
Encl.

IN [illegible] CIRCUIT COURT OF THE STATE OF [illegible]
FOR THE COUNTY OF LANE

FARMERS INSURANCE EXCHANGE,
an inter-insurance exchange,
Plaintiff
vs.
P. L. HOLLOWAY, doing business as
HOLLOWAY PAINTING COMPANY,
Defendant

ANSWER TO GARNISHMENT
CASE NO. 42491

STATE OF OREGON)
) ss.
County of Marion)

Comes now the Garnishee to whom a Notice of Garnishment was directed on February 13, 1953, and for Answer to said Notice of Garnishment states and alleges as follows, to-wit:

That at the time of service of said Notice of Garnishment upon it there was in its hands or control, no property, money, debts, rights, dues and/or credits due or to become due, belonging or owing to the Defendant, P. L. Holloway, doing business as Holloway Painting Company, named in said Notice of Garnishment or either of them, save and except funds earned under State Highway Contract No. 3643 in the amount of $3,293.13, which said funds are trust funds, are protected by law and are required to be devoted to the payment of debts or claims incurred in connection with the performance of work under said contract.

Dated March 27, 1953.

Acting Secretary of the Oregon
State Highway Commission

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FOR FILING
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3643

March 9, 1953

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: E. Libby

Dear Sir:

We acknowledge with thanks your letter of March 6th to which was attached three copies of a claim filed with your office by the State Farm Mutual Automobile Insurance Company against Holloway Painting Company.

This claim is in the sum of $1,266.25 for labor and materials on automobiles damaged by paint in the contractor's operations while painting the Willamette River Bridge in Albany, State Highway Contract No. 3643, your file No. 3392.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

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FOR FILING

[illegible]

[illegible]

March 9, 1953

United States Fidelity & Guaranty Co.
201 Portland Trust Building
Portland, Oregon

Attention: Mr. W. Talbot Sinclair
Manager

Gentlemen:

Attached is a list of claims filed with the Secretary of State by the State Farm Mutual Insurance Company in the sum of $1,266.25. This claim is for labor and materials furnished in removing paint from automobiles during the operations of P. L. Holloway Painting Company in painting the Willamette River Bridge in Albany, known as State Highway Contract No. 3643.

We provide this information as your Company appears as surety on the performance bond furnished with the contract mentioned above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.
cc - Mr. Karl H. Doerre
1112 Cascade Building
Portland 4, Oregon

P. L. Holloway Painting Company
Route 2, Box 367A
Tacoma, Washington

NOTED ON CARD

COPY

[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible] 2	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]		[illegible]

RECEIVED
FOR FILING

March 2, 1953

H. P. Fisher & Sons
6541 Holly Terrace
Seattle 8, Washington

Attention: Mr. K. P. Fisher

Dear Mr. Fisher;

This is a belated reply to your letter of February 18, 1953, in which you transmitted to the Oregon State Highway Commission a copy of your agreement with P. L. Holloway, doing business as P. L. Holloway Painting Company, dated February 18, 1953, concerning that company's indebtedness to you. There was also transmitted an assignment given you by P. L. Holloway of certain funds owing to P. L. Holloway Painting Company by the Oregon State Highway Commission for work performed under State Highway Contract No. 3643 which provides for the painting of the bridge over the Willamette River at Albany on the Albany-Corvallis State Highway. You gave as your position that the assignment will give you prior claim upon the funds remaining to be paid P. L. Holloway Painting Company under this contract, except as to funds which may have been garnisheed prior to receipt of the assignment.

I am sorry but we cannot honor the assignment in its present form. It does not meet the requirements of the Oregon State Highway Commission, moreover, in the event it was in the proper form, we could not honor it without the written consent thereto of the surety on the bond furnished by P. L. Holloway Painting Company in connection with this job. The performance bond was written by the U. S. Fidelity & Guaranty Company, for whom Karl H. Doerre is local agent with offices in Room 1112 Cascade Building, Portland 4, Oregon. I doubt very much that the U. S. Fidelity & Guaranty Company would consent to the assignment.

You gave as your understanding that the present amount due P. L. Holloway Painting Company in connection with this job is approximately $3,300. I have checked with our Accounting Division and ascertained that the exact amount the State owes this contractor is $3,293.13.

You also request information as to the amount of the garnishment claims which were filed against this contract prior to the receipt of your letter. I enclose such list and you will note that there are nine garnishments on record totalling $6,256.48. The last one having been served on February 13, 1953.

You will note that the statement is not entirely complete in as much as we do not have complete information as to the number of the claimants and the amount of the claims.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:sl

[illegible] Printing Co.
Contract 3343
[illegible] filed

date	no. of [illegible]	amount of [illegible]	Garnishments, amount Inc. atty's fees
7-24-52	1 +	—	
7-29	5	—	
7-29	1	30.00	
8-5	1	—	
8-7	1	25.00	
8-[illegible]	1	25.00	
8-13	1	50.00	
8-13	1	—	
8-14	11	280.00	
7-20	1	24.00	
7-22	2	50.00	
8-6	5	170.00	
8-25	11	302.25	
8-25	15	—	
8-11	7	—	
8-25	3	—	
10-9			624.75
9-10	4	[illegible].15	
9-22	8	309.00	
10-3	8	33[illegible].35	
11-3	17	—	
11-20			709.70
11-20	2	55.00	
11-26			1265.80
12-1			330.15
12-1	—		350.15
12-2			1037.50
2-13-53			640.13
2-13			775.07
2-13			[illegible]
	103 +	$1736.75 +	$6256.48 on 9 garnishments

[illegible] 3/2/53

PAINTING AND DECORATING CONTRACTORS OF AMERICA 1884

H. P. FISHER & SONS

Industrial Painting

STEEL PAINTING A SPECIALTY
SAND BLASTING
ELECTRIC POWER STAGINGS

TELEPHONE:
RAinier 3509

6541 HOLLY TERRACE
SEATTLE 8, WASH.

PAINTERS OF:

Cables
New Tacoma
Narrows Bridge

Steel Structures on
Lake Washington
Pontoon Bridge
Seattle, Wash.

Columbia River
Bridge
Wenatchee, Wash.

Aurora Bridge
Seattle, Wash.

1,000,000-Gallon
Water Tank
Seattle

Sandblasting
and
Painting Structures
Hanford, Wash.

American Smelting
& Refining Co.
Tacoma Plant

Sandblast Removal
Camouflage Paint
Bonneville Dam

Seattle Times
Plant Addition

And Many Others

18 February 1953

State Highway Commission
State of Oregon
Salem, Oregon

Re: P. L. HOLLOWAY PAINTING CO. CONTRACT #3643

Dear Sirs:

We enclose herewith an assignment executed in our favor by P. L. Holloway, doing business as P. L. Holloway Painting Company, to the remaining balance of the moneys due to him under the above numbered contract.

It is our position that this assignment will have the effect of giving us a prior claim upon any funds remaining under this contract, except as to claims which have actually been made against the fund by way of garnishment proceedings prior to the receipt of you of this assignment, such garnishment claims to be in the amount as they are ultimately reduced to judgment.

It is our understanding that the present amount due under this contract is approximately $3,300.00. Will you please advise us of the amount of the garnishment claims which have been presented against this contract balance prior to receipt of this letter.

Yours very truly,

K P Fisher

K. P. Fisher, doing business
as H. P. FISHER & SONS

RECEIVED

KPF:mf
enc.

ASSIGNMENT OF ACCOUNT RECEIVABLE

WHEREAS, P. L. HOLLOWAY, doing business as P. L. Holloway Painting Company, has heretofore on or about February 19, 1952, entered into a certain contract with the State of Oregon by and through its State Highway Commission providing for certain painting work to be done by said P. L. Holloway; and

WHEREAS, there are certain sums due or to become due from said State of Oregon, State Highway Commission, to P. L. Holloway under the aforesaid contract, said sums being presently in the approximate amount of $3,300.00; and

WHEREAS, P. L Holloway is indebted to K. P. FISHER, doing business as H. P. Fisher & Sons, whose address is 6541 Holly Terrace, Seattle 8, Washington, in a substantial sum, for money advanced by said K. P. Fisher to the said P. L Holloway for the payment of material and labor upon said contract, and for other indebtedness;

NOW, THEREFORE, For good and valuable consideration, P. L. Holloway hereby sells, assigns and transfers to K. P. Fisher all of his right, title and interest in and to any moneys due or to become due from the State of Oregon by and through its State Highway Commission under said contract No. 3643, dated February 19, 1952, to be applied by said K. P. Fisher on said indebtedness.

P. L. Holloway hereby designates and appoints K. P. Fisher as his agent or attorney, in his name or otherwise, to receive, collect and give acquittance for all payments of money due or to become due from State of Oregon by its State Highway Commission to P. L. Holloway under said contract, and requests the said State of Oregon by its State Highway Commission to pay all sums of money due under said contract to K. P. Fisher, instead of paying the same to P. L. Holloway.

Executed in duplicate this 17th day of February, 1953.

P. L. Holloway

P. L. Holloway, doing business as
P. L. Holloway Painting Company.

AGREEMENT

WHEREAS, P. L. HOLLOWAY, doing business as P. L. HOLLOWAY PAINTING COMPANY, is now indebted to K. P. FISHER, doing business as H. P. FISHER AND SONS, INC., in the sum of (Four thousand dollars) $4,000.00 - - - - - -, together with interest thereon at the rate of none % from the ____ day of ______________, 19__, until paid, and

WHEREAS, said sum is now due and owing, and

WHEREAS, said sum is partially secured by a note and chattel mortgage, and

WHEREAS, P. L. HOLLOWAY entered into a contract with the State of Oregon, by and through its State Highway Commission, under contract No. 3643 dated February 19, 1952, and

WHEREAS, said contract is now completed, and

WHEREAS, there is due and owing to P. L. HOLLOWAY by the State of Oregon, by and through its State Highway Commission the sum of approximately $3,300.00, and

WHEREAS, certain garnishments have been served, impounding a portion of said fund, and

WHEREAS, simultaneous herewith P. L. HOLLOWAY has made, executed and delivered to K. P. FISHER an assignment of his interest in and to the fund now due or to become due and payable to him by the State of Oregon, by and through its State Highway Commission under the aforesaid contract No. 3643, and

WHEREAS, said assignment is given to K. P. FISHER as additional security for P. L. HOLLOWAY'S indebtedness to K. P. FISHER, NOW THEREFORE,

P. L. HOLLOWAY AGREES:

1. That he is presently indebted to K. P. FISHER in the sum of (Four thousand dollars) $4,000.00 - - - - - -, together with interest thereon at the rate of none % from the ____ day of ______________, 19__ until paid, and that said indebtedness is presently due and owing.

2. That said indebtedness is partially secured by a promissory note dated March 17, 1952, in the sum of $1,500.00; by agreement dated March 18, 1952, between KENNETH P. FISHER and P. L. HOLLOWAY; and by chattel mortgage dated May 18, 1952.

3. That as additional security for the payment of the aforesaid indebtedness, P. L. HOLLOWAY has this day assigned to K. P. FISHER all of his right, title and interest in and to any moneys now due or to become due from the State of Oregon, by and through its State Highway Commission, under contract No. 3643 dated February 19, 1952. That the acceptance of said assignment by K. P. FISHER shall not be considered as partial payment of said indebtedness, but only after said funds have been received by K. P. FISHER and actually applied in payment of said indebtedness shall any portion thereof be considered as part payment of P. L. HOLLOWAY'S indebtedness to K. P. FISHER.

4. That K. P. FISHER, by the acceptance of the said assignment assumes no responsibility for the collection of said funds.

5. That K. P. FISHER reserves the right to enforce the collection of P. L. HOLLOWAY'S indebtedness to him in any manner that he may deem appropriate.

6. That P. L. HOLLOWAY will take such steps as may be necessary to insure the payment of the State of Oregon's, by and through its State Highway Commission, indebtedness to K. P. FISHER and that he will, at his own expense, defend any claims asserted against said fund and will do everything in his power to insure the payment of said indebtedness to K. P. FISHER, as distinguished from the use of any part of said fund for the payment of outstanding garnishments and claims now asserted against said fund, and that he will employ, at his own expense, such attorneys as may be necessary to defend against any pending claims which have been asserted against said fund, and will see that such fund or such portion thereof as may be lawfully turned over to K. P. FISHER may be turned over to him and applied in partial payment of said

indebtedness at the earliest moment.

K. P. FISHER, in consideration of the aforesaid, agrees to accept an assignment of the moneys due or to become due to P. L. HOLLOWAY under the aforesaid contract from the State of Oregon, by and through its State Highway Commission under contract No. 3643 dated February 19, 1952, in accordance with the terms and conditions of this agreement, it being specifically understood and agreed between the parties hereto that by K. P. FISHER'S acceptance of said assignment that it shall not be considered in partial payment of P. L. HOLLOWAY'S present indebtedness to K. P. FISHER, nor shall K. P. FISHER assume any obligations in connection with the collection of said fund.

DATED at Seattle, Washington, this 18th day of February, 1953.

P L Holloway

KP Fisher

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FOR FILING

3-4211

February 20, 1953

State Farm Insurance Companies
State Farm Insurance Building
Berkeley 4, California

Attention: Mr. Ed Grant

Gentlemen:

The Oregon State Highway Commission awarded Contract No. 3643 to P. L. Holloway Painting Company for the painting of the Willamette River Bridge at Albany on the Albany-Corvallis Highway in Benton County. This contract was completed July 22nd and accepted by the Highway Commission on August 18, 1952.

The contractor furnished with this contract a performance bond, which bond is given to assure satisfactory completion of the work and payment of all bills incurred on the contract. It is our understanding, too, that the Holloway Painting Company carried some sort of public liability and property damage, which, however, was not required by the contract.

United States Fidelity and Guaranty Company through Karl H. Doerre, 1112 Cascade Building, Portland 4, furnished the performance bond for this contract.

If you wish to protect your claim under the performance bond for a period longer than six months following completion of the contract and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. For your convenience in preparing such a filing we have attached an excerpt from the Oregon Laws outlining the necessary procedure.

If you will send us the amounts and other details on the claims that you have, we will record them in our records for this contract.

Final payment on this job has not been made pending adjustment of a number of outstanding claims.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

State Farm Insurance Companies

WESTERN OFFICE
PHONE THORNWALL 3-2100
BERKELEY 4, CALIFORNIA

February 17, 1953

State of Oregon
State Highway Commission
Salem, Oregon

Gentlemen:

Re: Paint Losses Claim No. 37-058-572

During the months of June and July of 1952 a number of vehicles insured by this Company were damaged by paint spray drifting from spray guns used in the painting of Ellsworth Street Bridge over the Willamette River in Albany, Oregon. It is our understanding that this painting was being done by the P. L. Holloway Painting Company. We do not know as to just what the arrangements were with the Highway Commission but it is our understanding that they are supposed to post a performance bond or insurance of some kind which will protect third parties for damage caused by his negligence.

As above stated, we have a number of claims arising out of this bridge painting operation and we would appreciate your advising us as to where these claims should be presented for consideration and payment.

Very truly yours,

Ed Grant
ED GRANT
SUP'T OF CLAIMS

EG:IN

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[illegible]
OREGON
STATE HIGHWAY COMMISSION

STATE FARM MUTUAL AUTOMOBILE INSURANCE CO.

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FOR FILING

2-4-1

3643

February 20, 1953

McCollister & Company, Inc.
300 Central Building
Seattle 4, Washington

Attention: Mr. D. E. Rogers:

Gentlemen:

State Highway Contract No. 3643, awarded to P. L. Holloway Painting Company for painting the Willamette River Bridge at Albany, Oregon, was completed July 22nd and accepted by the Highway Commission on August 18, 1952. Final payment, however, has not been made as there are a number of outstanding claims and garnishments against this contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ md

TELEPHONE: MAIN 7772

McCOLLISTER & COMPANY, INC.
GENERAL AGENTS

300 CENTRAL BUILDING
SEATTLE 4, WASH.

February 18, 1953

State of Oregon
Highway Department
Salem, Oregon

Re: S# 580697 - Painting Williamette River Bridge
$11,975.00 - P. L. Holloway Painting Co.

Gentlemen:

We would appreciate it very much if you would advise the date the above contract was completed and any other information regarding claims or unpaid bills in connection with the work.

Thanks very much.

Yours very truly

McCOLLISTER & COMPANY, INC.

By DE Rogers

D. E. Rogers

DER:jf

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OREGON
STATE HIGHWAY COMMISSION

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February 11, 1953

United States Fidelity and Guaranty Company
201 Portland Trust Building
319 S. W. Washington Street
Portland 4, Oregon

Attention: Mr. Earl M. Preston
Adjuster-Claim Dept.

Gentlemen:

In compliance with your request of February 10, 1953, we are enclosing a conformed copy of the contract between the P. L. Holloway Painting Company and the Oregon State Highway Commission covering the painting of the bridge over the Willamette River in Albany, State Highway Contract No. 3643.

This copy is complete and contains all the information shown in the original contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md
Enc.

UNITED STATES FIDELITY AND GUARANTY COMPANY
W. TALBOT SINCLAIR, MANAGER
PORTLAND OFFICE
SUITE 201, PORTLAND TRUST BUILDING
319 S. W. WASHINGTON STREET, PORTLAND 4, OREGON

TELEPHONE: BROADWAY 046

GEORGE C. BOTTOMS
ASSOCIATE MANAGER
LOTUS M. CONSER
ASSOCIATE MANAGER

JOSEPH A. BOYCE
SUPERINTENDENT OF CLAIMS

February 10, 1953

State Highway Commission
Salem, Oregon

Re-53-S-373
Principal-P. L. Holloway
Painting Co.
Obligee-State of Oregon
Bond No. 7300-12-876-52

Dear Sir:

We issued the above numbered bond for our principal Mr. P. L. Holloway Painting Company for the Albany Bridge Painting contract, which was entered into on the 19th day of February 1952 indicating the State of Oregon as the obligee.

It would be appreciated if you could forward to our office a copy of the complete contract including the plans and specifications for this painting contract.

Thanking you for your co-operation and attention in this matter, I am

Very truly yours,

Earl M Preston

Earl M. Preston
Adjuster-Claim Dept.

EMP:vm
CC/ Home Office, Surety, Henry C. Hines

U. S. F. & G.

RECEIVED
FEB 20 1953
FOR FILING

2-4

mrs Lewis

February 10, 1953

H. P. Fisher & Sons
6541 Holly Terrace
Seattle 8, Washington

Attention: Mr. K. P. Fisher

Gentlemen:

Acknowledgment is made of your letter of January 27, 1953 concerning your claim against P. L. Holloway Painting Company arising out of the contract awarded this company by the Oregon State Highway Commission for painting the Willamette River Bridge on the Albany-Corvallis Highway at Albany, Oregon.

A check of our records fails to reveal that your claim has been previously filed with the State Highway Commission. We know nothing of it, neither do we know anything about your agreement with Mr. Holloway to pay your claim from proceeds of the final estimate for this job.

You inquire what steps should be taken to insure payment of the final estimate direct to you in case that becomes necessary. It is not within the province of the State Highway Commission to make payment to you in this manner. As stated, we know nothing whatsoever about your claim, and we have had no instructions from the contractor to pay this money to you. Moreover, there are additional claims against the contract, about 95 claims for damage to private automobiles for spray paint. These together with garnishments that have been filed total approximately $3,638.15. The State Highway Commission will not release the final payment to P. L. Holloway Painting Company until these claims have been satisfied and the records cleared.

In the event you have a legitimate claim against this contract, I would suggest that you file a notice of the claim with the Secretary of State of the State of Oregon in conformity with the provisions contained in the Oregon statutes concerning such matters, a mimeographed copy of which I enclose for your information.

It is also suggested that you file notice of this claim with the United States Fidelity & Guaranty Company, surety on the bond furnished by P. L. Holloway Painting Company in connection with this job. Karl H. Doerre is local agent for the company, and his address is 1112 Cascade Building, Portland 4, Oregon.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Encl.

cc: F. Query

noted
gl

[illegible]

PAINTING AND DECORATING CONTRACTORS OF AMERICA

H. P. FISHER & SONS

Industrial Painting

STEEL PAINTING A SPECIALTY
SAND BLASTING
ELECTRIC POWER STAGINGS

6541 HOLLY TERRACE
SEATTLE 8, WASH.

TELEPHONE:
RAinier 3509

PAINTERS OF:

- Cables New Tacoma Narrows Bridge
- Steel Structures on Lake Washington Pontoon Bridge Seattle, Wash.
- Columbia River Bridge Wenatchee, Wash.
- Aurora Bridge Seattle, Wash.
- 1,000,000-Gallon Water Tank Seattle
- Sandblasting and Painting Structures Hanford, Wash.
- American Smelting & Refining Co. Tacoma Plant
- Sandblast Removal Camouflage Paint Bonneville Dam
- Seattle Times Plant Addition
- And Many Others

REFERRED TO Glaisyer
BY SECRETARY

give me information for reply. This on attached sheet

27 January, 1953

Oregon State Highway Department
Salem, Oregon

RE: PAINTING CONTRACT. ALBANY-CORVALLIS BRIDGE
P. L. HOLLOWAY PAINTING CO.

Gentlemen:

We wish to inform you that, under an agreement between the P. L. Holloway Painting Co. and H. P. Fisher & Sons, covering the contract for painting of the above named bridge, all, or approximately all, of the amount due under the final estimate is due to H. P. Fisher & Sons from P. L. Holloway as payment of money advanced for financing this work.

The agreement states that all money so borrowed by P. L. Holloway from H. P. Fisher & Sons is to be repaid from the final estimate.

On inquiring, we find that P. L. Holloway is now in Alaska and intends to work and live there for several months. He did not notify us of his intention to leave the country and has not contacted us since. We hereby notify you of our claim and request that we be notified at least a week in advance of release of final payment.

It is possible that, since this money represents a debt, Mr. Holloway may not have enough personal interest in settling the matter of the paint-spray damage claims, etc., in order to effect release of the final estimate. Please advise what steps will be necessary if we must make collection direct from you? X

Is it possible to advise us concerning the status of the final payment in relation to the claims? How much money is involved, how many claims are there and what can be done to settle them? Since our agreement is dated March 18, 1952, does it hold prior claim to these funds?

Thank you for any help or information you can give us in this matter.

Yours very truly,

H. P. FISHER & SONS

ANSWERED
H. B. GLAISYER

K. P. FISHER

KPF:mf

137.15
213
350.15

Money retained 2·3·53 $3293.13 final

Date	No. of Claimants	amount
7-24-52	1 +	?
7-29	5	?
7-29	1	30
8-5	1	?
8-7	1	25
8-4	1	25
8-13	1	30
8-13	1	?
8-14	11	280
7-20	1	24
7-22	2	50
8-6	2	170
8-25	11	302.25
8-25	15	?
8-17	7	?
8-25	3	?
10-9	attachment	250. (by one of above claimants)
9-10	4	97.15
9-22	8	339.35
11-3	17	?
12-2	Garnishment	582.50 + 450
11-20	Garnishment	457.70 + 250
11-20	2	55
11-26	Garnishment	653.65 + 612.15
12-1	"	280.15 + 100.
12-1	"	350.15

Summary

about 95 claims totaling at least $1777.90

Garnishments including attorneys fees total $3638.15

R

RECEIVED
DEC 26 1952
FOR FILING

[illegible]

[illegible]

December 23, 1952

Farmers Insurance Group
Eugene Claims Office
960 Willamette Street
Eugene, Oregon

Attention: Gordon M. Payne

Gentlemen:

Acknowledgment is hereby made of your letter under date of December 16, having further reference to the subrogation rights of the Company for a claim paid to Gladys Kutsch in the amount of $75, for paint damage to her car at Albany, Oregon.

In reviewing my letter to you under date of December 5, I find that I failed to make any mention of the fact that the P. L. Holloway Painting Company completed all work under their contract with the State Highway Commission on July 22, 1952. This project was formally accepted by the Commission on August 18, 1952.

As previously stated, our investigation revealed that no State Highway employees were engaged in any painting of any type on the bridge or in the immediate vicinity during September, 1952.

Very truly yours,

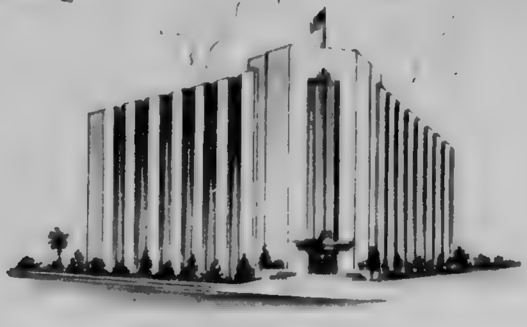
R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

WWS:er

Mr Glaisyer
Stiffler wrote the letter of
12-5. Holloway completed
Chalbary br. painting 7-22-52
job accepted Aug 18-52.


HOME OFFICE · LOS ANGELES CALIFORNIA

FARMERS INSURANCE GROUP
FARMERS INSURANCE EXCHANGE
TRUCK INSURANCE EXCHANGE
FIRE INSURANCE EXCHANGE

FARMERS INSURANCE GROUP

EUGENE CLAIMS OFFICE
960 WILLAMETTE - EUGENE, OREGON

December 16, 1952

Oregon State Highway Dept.
Salem, Oregon

Re: Our insured: Gladys Kutsch
Loss of : 9-17-52

Gentlemen:

Thank you for your letter of December 5, 1952.

As you know, we have many claims against the P. L. Holloway Painting Company, as a result of their negligence in painting the bridge across the Willamette River at Albany. However, all of these claims, without exception, arose during the Holloway Painting Company's activities during the month of June and July, principally the latter. Furthermore, we were unaware that any of the personnel of this company had returned to the State of Oregon and was in this state on September 17, 1952, the date on which our policy holder's vehicle was damaged.

It would be very much appreciated if you were to verify the statement in your letter of December 5, that it was not the State Highway Department crews but Holloway Painting Company who was painting the Albany bridge on September 17, 1952. If it developes beyond all doubt that the Holloway Painting Company was working on this bridge in September, we would appreciate information as to the reasons for their return, and whether or not they are working in the State of Oregon at this time.

Very truly yours,

Gordon M. Payne
GORDON M. PAYNE
PD-Subrogation Dept.

GMP/bc

RECEIVED
DEC 18 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

December 15, 1952

Mr. Denver Young, Sheriff
Marion County
Salem, Oregon

Re: MAYFLOWER INTER-INSURANCE EXCHANGE,
Plaintiff,
vs.
P. L. HOLLOWAY, doing business as
HOLLOWAY PAINTING COMPANY,
Defendant.

Dear Sir:

Please find enclosed the answer of the State Highway Commission in the matter of the Notice of Garnishment in the above entitled case by virtue of a Writ of Attachment issued in the District Court of the State of Oregon for Linn County, served by you on the Oregon State Highway Commission on November 24, 1952.

Would you please see that this answer is transmitted for file in the above entitled case.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

G. E. Rohde
Assistant Attorney

GER:er

Enc.
cc: H. B. Glaisyer

Mr. H. B. Glaisyer

Mr Jevons [illegible] to see
[illegible]
if those are all noted
on the card [illegible]

NOTED
H. B. GLAISYER

HE DISTRICT COURT OF THE STAT OREGON

FOR THE COUNTY OF LINN

MAYFLOWER INTER-INSURANCE EXCHANGE,
Plaintiff,
vs.
P. L. HOLLOWAY, doing business as P. L. HOLLOWAY PAINTING COMPANY,
Defendant

ANSWER TO GARNISHMENT

STATE OF OREGON)
) ss.
County of Marion)

Comes now the Garnishee to whom a Notice of Garnishment was directed on November 24, 1952, and for Answer to said Notice of Garnishment states and alleges as follows, to-wit:

That at the time of service of said Notice of Garnishment upon it there was in its hands, or control no property, money, debts, rights, dues and/or credits, due or to become due, belonging or owing to the Defendant P. L. Holloway, doing business as Holloway Painting Company, named in said Notice of Garnishment, or either of them, except the following: a final estimate on State Highway Contract No. 3643 in the amount of $3,293.13.

That the Sheriff of Marion County, Oregon on October 9, 1952 served on H. B. Glaisyer, Secretary of the Oregon State Highway Commission, Notice of Garnishment by virtue of a Writ of Attachment issued out of the Circuit Court of the State of Oregon for Lane County in an action entitled, "FARMERS INSURANCE EXCHANGE, an inter-insurance exchange, Plaintiff vs. P. L. HOLLOWAY, doing business as HOLLOWAY PAINTING COMPANY, Defendant" to recover from the defendant the sum of $374.75 costs of suit and attorneys fees in the sum of $250.00.

That the Sheriff of Marion County, Oregon on November 20, 1952 served on H. B. Glaisyer, Secretary of the Oregon State Highway Commission, Notice of Garnishment by virtue of a Writ of Atachment issued out of the Circuit Court of the State of Oregon for Lane County in an action entitled, "FARMERS INSURANCE EXCHANGE, an inter-insurance exchange, Plaintiff vs. P. L. HOLLOWAY, doing business as HOLLOWAY PAINTING COMPANY, Defendant" to recover from the defendant the sum of $459.70 costs of suit and attorneys fees in the sum of $250.00.

Dated December 15, 1952

Secretary of the Oregon
State Highway Commission

122X 25M 11-51

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

December 15, 1952

Mr. Denver Young, Sheriff
Marion County
Salem, Oregon

Re: FARMERS INSURANCE EXCHANGE,
on inter-Insurance exchange,
Plaintiff,
vs.
P. L. HOLLOWAY, doing business as
HOLLOWAY PAINTING COMPANY,
Defendant.

Dear Sir:

Please find enclosed the action of the State Highway Commission in the matter of the Notice of Garnishment in the above entitled case by virtue of a Writ of Attachment issued in the Circuit Court of the State of Oregon for Lane County, served by you on the Oregon State Highway Commission on December 1, 1952.

Would you please see that this answer is transmitted for filing in the above entitled case.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

G. E. Rohde
Assistant Attorney

GER:ER

Encl.
cc: H. B. Glaisyer ✓

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF LANE

FARMERS INSURANCE EXCHANGE,
an inter-insurance exchange

Plaintiff,

vs.

P. L. HOLLOWAY, doing business as
HOLLOWAY PAINTING COMPANY

Defendant

ANSWER TO GARNISHMENT

STATE OF OREGON)
) ss.
County of Marion)

Comes now the Garnishee to whom a Notice of Garnishment was directed on December 1, 1952, and for Answer to said Notice of Garnishment states and alleges as follows, to-wit:

That at the time of service of said Notice of Garnishment upon it there was in its hands, or control no property, money, debts, rights, dues and/or credits, due or to become due, belonging or owing to the Defendant P. L. Holloway, doing business as Holloway Painting Company, named in said Notice of Garnishment, or either of them, except the following: a final estimate on State Highway Contract No. 3643 in the amount of $3,293.13.

That the Sheriff of Marion County, Oregon on October 9, 1952 served on H. B. Glaisyer, Secretary of the Oregon State Highway Commission, Notice of Garnishment by virtue of a Writ of Attachment issued out of the Circuit Court of the State of Oregon for Lane County in an action entitled, "FARMERS INSURANCE EXCHANGE, an inter-insurance exchange, Plaintiff vs. P. L. HOLLOWAY, doing business as HOLLOWAY PAINTING COMPANY, Defendant" to recover from the defendant the sum of $374.75 costs of suit and attorneys fees in the sum of $250.00.

That the Sheriff of Marion County, Oregon on November 20, 1952 served on H. B. Glaisyer, Secretary of the Oregon State Highway Commission, Notice of Garnishment by virtue of a Writ of Attachment issued out of the Circuit Court of the State of Oregon for Lane County in an action entitled, "FARMERS INSURANCE EXCHANGE, an inter-insurance exchange, Plaintiff vs. P. L. HOLLOWAY, doing business as HOLLOWAY PAINTING COMPANY, Defendant" to recover from the defendant the sum of $459.70 costs of suit and attorneys fees in the sum of $250.00.

That the Sheriff of Marion County, Oregon on November 24, 1952 served on W. B. Glaisyer, Secretary of the Oregon State Highway Commission, Notice of Garnishment by virtue of a Writ of Attachment issued out of the District Court of the State of Oregon for the County of Linn in an action entitled, "MAYFLOWER INTER-INSURANCE EXCHANGE, Plaintiff, vs. P. L. HOLLOWAY, doing business as P. L. HOLLOWAY PAINTING COMPANY, Defendant", to recover from the defendant the sum of $653.65 costs of suit, and attorneys fees in the sum of $612.15.

Dated December 15, 1952.

Secretary of the Oregon
State Highway Commission

11-51

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

December 15, 1952

Mr. Denver Young
Marion County
Salem, Oregon

RE: OREGON AUTOMOBILE INSURANCE COMPANY,
a corporation
Plaintiff,
vs.
P. L. HOLLOWAY, doing business as
P. L. HOLLOWAY PAINTING COMPANY,
Defendant.

Dear Sir:

Please find enclosed the answer of the State Highway Commission in the matter of the Notice of Garnishment in the above entitled case by virtue of a Writ of Attachment issued in the Circuit Court of the State of Oregon for Linn County, served by you on the Oregon State Highway Commission on October 9, 1952.

Would you please see that this answer is transmitted for filing in the above entitled case.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

G. E. Rohde
Assistant Attorney

GER:er

Encl.
cc: H. B. Glaisyer ✓

THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF LINN

OREGON AUTOMOBILE INSURANCE COMPANY,
A CORPORATION

Plaintiff

vs.

F. L. HOLLOWAY, doing business as
F. L. HOLLOWAY PAINTING COMPANY,

Defendant

ANSWER TO GARNISHMENT

STATE OF OREGON)
) ss.
County of Marion)

Comes now the Garnishee to whom a Notice of Garnishment was directed on December 2, 1952, and for Answer to said Notice of Garnishment states and alleges as follows, to-wit:

That at the time of service of said Notice of Garnishment upon it there was in its hands, or control no property, money, debts, rights, dues and/or credits, due or to become due, belonging or owing to the Defendant F. L. Holloway, doing business as Holloway Painting Company, named in said Notice of Garnishment, or either of them, except the following: a final estimate on State Highway Contract No. 3643 in the amount of $3,293.13.

That the Sheriff of Marion County, Oregon on October 9, 1952 served on H. B. Glaisyer, Secretary of the Oregon State Highway Commission, Notice of Garnishment by virtue of a Writ of Attachment issued out of the Circuit Court of the State of Oregon for Lane County in an action entitled, "FARMERS INSURANCE EXCHANGE, an inter-insurance exchange, Plaintiff, vs. F. L. Holloway, doing business as HOLLOWAY PAINTING COMPANY, Defendant" to recover from the defendant the sum of $374.75 costs of suit, and attorneys fees in the sum of $250.00.

That the Sheriff of Marion County, Oregon on November 20, 1952 served on H. B. Glaisyer, Secretary of the Oregon State Highway Commission, Notice of Garnishment by virtue of a Writ of Attachment issued out of the Circuit Court of the State of Oregon for Lane County in an action entitled, "FARMERS INSURANCE EXCHANGE, an inter-insurance exchange, Plaintiff, vs. F. L. HOLLOWAY, doing business as HOLLOWAY PAINTING COMPANY, Defendant" to recover from the defendant the sum of $459.70 costs of suit, and attorneys fees in the sum of $250.00.

That the Sheriff of Marion County, Oregon on November 24, 1952 served on H. B. Glaisyer, Secretary of the Oregon State Highway Commission, Notice of Garnishment by virtue of a Writ of Attachment issued out of the District Court of the State of Oregon for the County of Linn in an action entitled, "MAYFLOWER INTER-INSURANCE EXCHANGE, Plaintiff, vs. P. L. HOLLOWAY, doing business as P. L. HOLLOWAY PAINTING COMPANY, Defendant", to recover from the defendant the sum of $653.65 costs of suit, and attorneys fees in the sum of $612.15.

That the Sheriff of Marion County, Oregon on December 1, 1952 served on H. B. Glaisyer, Secretary of the Oregon State Highway Commission, Notice of Garnishment by virtue of a Writ of Attachment issued out of the Circuit Court of the State of Oregon for the County of Lane in an action entitled, "FARMERS INSURANCE EXCHANGE, an inter-insurance exchange, Plaintiff, vs. P. L. HOLLOWAY, doing business as HOLLOWAY PAINTING COMPANY, Defendant", to recover from the defendant the sum of $280.15 costs of suit, and attorneys fees in the sum of $150.00.

Dated December 15, 1952.

Secretary of the Oregon
State Highway Commission

37,500 4-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

December 15, 1952

Mr. P. L. Holloway, doing business as
P. L. Holloway Painting Company
Route 2, Box 367-A
Tacoma, Washington

Re: Contract no. 3643

Dear Sir:

Please be advised that since our letter of November 20, 1952, advising you of the fact that the State Highway Commission has been served with a Notice of Garnishment in the case of Farmers Insurance Exchange vs. P. L. Holloway, the Commission has been served with Notice of Garnishment in the following additional cases:

1. A Notice of Garnishment served on November 24, 1952 by the Sheriff of Marion County, Oregon, by virtue of a Write of Attachment issued out of the District Court of the State of Oregon for Linn County in a cause of action entitled, MAYFLOWER INTER-INSURANCE EXCHANGE, Plaintiff, vs. P. L. HOLLOWAY, doing business as P. L. HOLLOWAY PAINTING COMPANY, Defendant, to recover the sum of $653.65 together with costs, and attorneys fees in the amount of $612.15.
2. A Notice of Garnishment served December 1, 1952 by the Sheriff of Marion County, Oregon, by virtue of a Writ of Attachment issued out of the Circuit Court of the State of Oregon for Lane County in a cause of action entitled, FARMERS INSURANCE EXCHANGE, Plaintiff, vs. P. L. HOLLOWAY, doing business as HOLLOWAY PAINTING COMPANY to recover $280.15 together with costs, and attorneys fees in the amount of $150.00.
3. A Notice of Garnishment served on December 2, 1952 by the Sheriff of Marion County by virtue of a Writ of Attachment issued out of the Circuit Court of the State of Oregon for Linn County in a cause of action entitled, OREGON AUTOMOBILE INSURANCE COMPANY, a corporation, Plaintiff, vs. P. L. HOLLOWAY, doing business as P. L. HOLLOWAY PAINTING COMPANY, Defendant, to recover $582.50 together with costs, and attorneys fees in the sum of $450.00.

Enclosed herewith is a copy of the return made by the State Highway Commission in each of the above numbered cases. We are today, also notifying the United States Fidelity and Guaranty Company of these attachments and are transmitting to said company a copy of the answer of the State Highway Commission in each case. As stated in our earlier letter, the remainder due on your contract #3643 must be held until these matters are settled.

Very truly yours,

C. V. ENFIELD
Chief Counsel

By

G. E. Rohde
Assistant Attorney

GER:er

Enclosures - 3

cc: H. B. Glaisyer
U.S. Fidelity and Guaranty Co., Att: W. Talbot Sinclair, Manager
Earl H. Deerre, Resident Agent, U.S. Fidelity Co.
U.S. Fideltity and Guaranty Co., Seattle, Washington

RECEIVED
DEC 16 1952
FOR FILING

1-[illegible]

3643

[illegible]

December 11, 1952

Galey and Galey
Attorneys at Law
Groves Building
Sweet Home, Oregon

Gentlemen:

As requested in your letter of December 5 we are forwarding by separate mail a certified copy of contract and bond No. 3643 awarded to P. L. Holloway Painting Company for painting the Willamette River Bridge in Albany.

No fee is required for this copy of the contract; however, the law requires that we secure an affidavit of claim from the party receiving the contract. Receipt of such an affidavit will be appreciated.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
12-11-52

GALEY AND GALEY
ATTORNEYS AT LAW
GROVES BUILDING
SWEET HOME, OREGON
PHONE 1151

JOHN D. GALEY
CECELIA P. GALEY

December 5, 1952

Oregon State Highway Commission
Salem,
Oregon

Attn: Mr. H. B. Glaisyer

Gentlemen:

We will appreciate it very much if we may have a certified copy of the contract and bond of P. L. Holloway Painting Company on State Highway Contract 3643 #3634 for the painting of the Willamette bridge at Albany. This request is made pursuant to your letter of August 28, 1952 on this same subject and O.C.L.A. Section 98-101.

As you know, we represent General Insurance Company of America which has paid to a large number of holders of automobile insurance policies issued by it the cost of labor and materials for removing from the automobiles paint which was put their by the negligence of P.L. Holloway Painting Company during the painting of this bridge in July, 1952. We enclose herewith a copy of a letter dated December 5, 1952 and addressed to P. L. Holloway Painting Company which is referred to as a part of this letter and which discloses the nature of the claim of our client General Insurance Company, which is subrogated to the rights of those whose damages it has paid as listed in the attached letter. Payment has not been made for any of these claims.

We refer to our past correspondence in this same connection, commencing with our letter of July 31, 1952.

If there is any charge or fee for the certified copy of the bond and contract, we will appreciate it if you will bill us and we will send you our check.

Very truly yours,

GALEY AND GALEY

By: John Galey

JDG:dr

Enclosure

GALEY AND GALEY
ATTORNEYS AT LAW
GROVES BUILDING
SWEET HOME, OREGON
PHONE 1151

JOHN D. GALEY
CECELIA P. GALEY

December 5, 1952

P. L. Holloway Painting Company
Route 2, Box 367-A
Tacoma, Washington

Gentlemen:

We represent General Insurance Company of America, which has paid to certain holders of its policies the cost of cleaning and repair of paint damages to their automobiles which occurred while you were painting the highway bridge across the Willamette River at Albany in July, 1952. On behalf of our client, we hereby make demand for the payment and settlement of these damages within ten days after you receive this letter, in default of which legal action will be filed on these claims, including attorneys fees and Court costs.

These claims are as follows:

Dale Wallace	1940	Pontiac sedan	$25.00
John Newton	1941	Olds coupe	22.00
W. J. Jones	1945	Buick sedan	22.50
Otto F. Tharp	1947	Buick sedanette	25.00
Merle Warner	1941	Pontiac	25.00
Richard Kelley	1952	Victoria	22.50
Dan Roth	1951	Buick	22.50
Ted Hopper	1948	De Soto	30.00
Sam Kitts	1948	Pontiac	25.00
Dan Roth	1952	Plymouth	24.50
Dan Roth	1951	Buick	24.50
R.O. Ferguson	1951	Merc. Sta. Wagon	30.00
Robert Ferguson	1949	Mercury coupe	25.00
Frederick Dickhous	1949	Ford	25.00
D. W. Moore	1951	Dodge	26.00
Raymond Lillie	1952	Buick	25.00
Francis O. Holmes	1950	Plymouth	28.00
H. L. Drummond	1948	Fraser	28.00
Del Burkhart	1951	Chevrolet	63.00
R. H. Strunk	1949	Chevrolet	25.00
W. D. Coburn	1950	Pontiac	125.00
Carl Guntert	1947	Buick	25.00
Tom Bayles, dba HiWay Auto Supply	1949	GMC	25.00
O.R. Wiseman	1950	Cadillac	36.15
Adolph H. Schultze	1952	Olds	28.00

These claims are asserted against you and against the Oregon State Highway Commission, which has referred us to you and your liability insurance company, United States Fidelity and Guaranty Company, c/o McAllister and Company, Agents, Central Building, Seattle, Washington, and your contract bond surety, United States Fidelity and Guaranty Company, c/o Karl H. Doerre, 1112 Cascade Building, Portland, 4, Oregon.

We are sending a copy of this letter to McAllister and Company, Mr. Doerre and to the Oregon State Highway Commission and we hereby make demand on P. L. Holloway Painting Company, United States Fidelity and Guaranty Company and the Oregon State Highway Commission for the payment of each and all of these claims.

Very truly yours,

GALEY AND GALEY

By: James D Galey

JDG:dp

cc: McAllister & Company
Central Bldg.,
Seattle, Washington

Karl H. Doerre
1112 Cascade Bldg.,
Portland 4, Ore.

Oregon State Highway Commission
Salem, Oregon,
Attn: Mr. H. B. Glaisyer ✓

RECEIVED
FOR FILING

2-42-1

11

Indexed
Alphabetically

Kutsch, Gladys

December 5, 1952

Farmers Insurance Group
Eugene Claims Office
960 Willamette Street
Eugene, Oregon

Attention: Mr. Gordon N. Payne

Gentlemen:

Again referring to your letter under date of November 7 relative to your claim in the amount of $75, subrogated to the rights of your assured, Gladys Kutsch, for paint damage to her car in Albany, September 17, 1952, I am returning herewith the duplicate repair bill rendered by the Willamette Paint and Body Works, Albany, Oregon, for painting the car of Gladys Kutsch, in the amount of $75.

Our investigation reveals that there were no State Highway employees engaged in any painting of the bridge crossing the Willamette River at Albany on September 17, 1952; therefore, based on our investigation and our findings, the State Highway Commission must deny any liability for the damage to the car.

However, the above-mentioned bridge was being painted by the P. L. Holloway Painting Company, Box 367-A, Route 2, Tacoma, Washington, under contract with the Oregon State Highway Commission. The liability of the Holloway Company was covered either through insurance or through their surety bond. Recent press articles indicate that the Oregon Automobile Insurance Company has filed a suit against the P. L. Holloway Company to recover several claims paid for similar damage.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

WWS:er

cc Mr. L. R. Chandler

FORM E-30 37,500 4-52 [illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 3, 1952

SUBJECT:

To: Mr. W. W. Stiffler
Assistant State Highway Engineer
Office

Dear Mr. Stiffler:

Please refer to your letter of November 13 to the Farmers Insurance Group, acknowledging their claim in the amount of $75.00 for alleged paint damage to an automobile owned by Gladys Kutsch. The car was allegedly parked in the city parking lot in Albany on September 17, when spray paint drifted on it.

Herewith reports from both Mr. Widdows and Mr. Warfield which indicate that we had no crews working near the city parking lot which is located adjacent to the Willamette River Bridge at Albany. This bridge was being repainted under contract by the P. L. Halloway Company, and we believe this claim should be referred to this company. We noted a newspaper item recently which stated that the Oregon Automobile Insurance Company had started a suit against the Halloway Company for reimbursement for several thousand dollars of paint spray damage to vehicles while this bridge was being repainted last Summer and Fall.

Box 367A
Pt. 2
Tacoma

Very truly yours,

E. A. Collier
Maintenance Engineer

By: L R Chandler

L. R. Chandler
Assistant Maintenance Engineer

JB:dk
Enclosures
cc

RECEIVED
DEC 4 1952
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
W. W. STIFFLER

FORM E-30X 25M 4-52 56806

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

108-1-22

Salem, Oregon
November 26, 1952

SUBJECT:

To:

Mr. E. A. Collier,
Maintenance Engineer,
Department.

Attention: Mr. L. R. Chandler.

Dear Sir:

We have a report from Mr. Morelock that neither his section crew or Casebeer's bridge crew did any painting in the vicinity of the city parking lot at the Albany bridge on September 17, 1952.

From this report and that of Mr. Widdows, it would appear that we should deny the claim of the Farmers Insurance Group.

Yours very truly,

L. H. Warfield,
Assistant Division Engineer.

LHW:AM

FORM E-30 25M 9-51 52319

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 21, 1952

SUBJECT:

To:
Mr. L. R. Chandler
Ass't. Maint. Engineer
Department

Dear Sir:

I have checked the foremans daily reports and find 2 had no paint crew in Albany on September 17th, when Mrs. Gladys Kutsch claimed her car was sprayed with paint.

The City Parking lot is adjacent to the Willamette River Bridge and I suspect that it may have been bridge painting work that causes the alleged damage.

Very truly yours,

W. O. Widdows
Ass't. Maintenance Engineer

WOW:cge

cc J. D. Walker

November 13, 1952

Farmers Insurance Group
Eugene Claims Office
960 Willamette Street
Eugene, Oregon

Gentlemen:

Acknowledgment is made of your letter dated November 7, making claim in the amount of $75 for damage to your assured, Gladys Kutsch, for paint damage to her car while the same was parked in the city parking lot in Albany, September 17, 1952, alleging that the damage was caused by State Highway Department employees.

We will investigate your claim in an attempt to determine what, if any, liability the highway crews have for the damage.

Very truly yours,

R. H. Baldock
State Highway Engineer

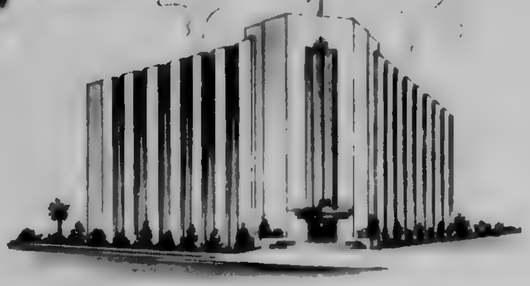
By

W. W. Stiffler
Assistant State Highway Engineer

WWS:er

cc Mr. E. A. Collier

P.S. Holloway completed Contr Painting 7-22-52
Job accepted by " Aug. 19, 1952


HOME OFFICE - LOS ANGELES CALIFORNIA

FARMERS INSURANCE GROUP
FARMERS INSURANCE EXCHANGE
TRUCK INSURANCE EXCHANGE
FIRE INSURANCE EXCHANGE

FARMERS INSURANCE GROUP

EUGENE CLAIMS OFFICE
960 WILLAMETTE - EUGENE, OREGON

November 7, 1952

Oregon State Highway Department
Salem,
Oregon

Re: Our insured: Gladys Kutsch
Date of loss: 9-17-52

Gentlemen:

On the above listed date our policyholder parked her car in the city parking lot in Albany, Oregon. During the time the car was parked there, a State Highway Crew through the negligent handling of their paint spray guns allowed paint to drift over our insured's vehicle damaging it to such an extent that it was essential to repaint the automobile.

Having repaired our insured's car for the sum of $75.00 according to the attached duplicate repair bill, we are thereby subrogated to her rights of recovery and hereby make claim upon you in that amount.

Very truly yours,

Gordon M. Payne
GORDON M. PAYNE
PD-Subrogation Dept.

GMP/rh

RECEIVED

NOTED
W. W. STIFFLER

FARMERS INSURANCE GROUP
Symbol of Superior Service

AUTOMOBILE – TRUCK – FIRE – PUBLIC LIABILITY – CARGO
WORKMEN'S COMPENSATION – PERSONAL ACCIDENT – GEN. LIABILITY

RECEIVED
DEC 1[illegible] 1952
FOR FILING

Mr Lewis

December 2, 1952

Willis, Kyle & Emmons
Attorneys
First National Bank Building
Albany, Oregon

Attention: Mr. Sam Kyle

Gentlemen:

This acknowledges your letter of December 1, 1952 advising that you represent Agnew Motor Company and the Premier Insurance Company who have claims in the amount of $137.15 and $213.00 respectively against P. L. Holloway Painting Company arising out of damage done to a number of automobiles during the painting of the Willamette River Bridge at Albany. You give as your feeling that these claims should be satisfied from funds held by the State Highway Commission that are due and payable to the P. L. Holloway Painting Company which performed the painting work on the bridge under State Highway contract.

The claims of your clients may be just claims against this painting contract, but they cannot be paid directly from funds owing the contractor because of the many claims on record against this job and the number of attachments that have been filed. Pursuant to long established policy of the Highway Commission, the remaining funds due and payable to the contractor are being held pending the satisfaction of the claims. It may be necessary to secure a court order for the distribution of the funds, but as to how the distribution or payment of the final estimate is to be accomplished has not as yet been determined.

The job to which you refer is State Highway Contract No. 3643 in connection with which the Holloway Painting Company furnished a contract bond to guarantee satisfactory completion of the work and payment of the claims arising out of the job. This bond was written by the United States Fidelity and Guaranty Company whose Oregon address is 1112 Cascade Building, Portland 4, Oregon.

I would suggest that you file notice of your claim with the surety on this bond, and also file a notice with the Secretary of State pursuant to the Oregon statutes covering such matter with which you no doubt are familiar. For your ready reference I enclose a mimeographed copy of the statutes referred to.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Encl.

cc: F. Query

NOTED ON CARD

12-2-52,

WILLIS, KYLE & EMMONS

MILLARD F. WILLIS
SAM KYLE
C. S. (PAT) EMMONS

LAW OFFICES
FIRST NATIONAL BANK BUILDING

ALBANY, OREGON

December 1, 1952

State Highway Commission
Salem
Oregon

Re: P. L. Holloway Painting Co. Contract

Gentlemen:

This summer the P. L. Holloway Painting Co. under contract with the State Highway Department painted the bridge connecting Linn and Benton Counties at Albany, Oregon.

As you undoubtedly have been advised, numerous automobiles were sprayed with paint from this job.

We are advised that there is a sum in escrow as a balance due upon the contract now in your hands. We represent Agnew Motor Company with a claim of $137.15 and Premier Insurance Company with a claim of $213.00 arising out of damage done to several automobiles in this manner.

We feel that each and all of the claims represented by these total sums are just claims for paint damage to automobiles by P. L. Holloway Painting Co. on said job and that the same should be satisfied from the fund held in escrow in your office.

Sincerely yours,

WILLIS, KYLE & EMMONS

By Sam Kyle

SK:VN

RECEIVED
STATE HIGHWAY COMMISSION

NOTED ON CARD
12-1-52

RECEIVED
DEC 2 1952
FOR FILING

Salem, Oregon
December 2, 1952

Mr. C. W. Enfield
Chief Counsel
Building

Dear Mr. Enfield:

Attached is a Notice of Garnishment and Writ of Attachment No. 24936 in Linn County, Oregon, served in this office at 2:00 p.m., December 2, 1952. The plaintiff is the Oregon Automobile Insurance Company against P. L. Holloway Painting Company in the sum of $582.50 plus attorney's fees in the sum of $450.00.

Very truly yours

Secretary

FAQ:md
Attach.

cc - Mr. C. H. Maison

RECEIVED
FOR FILING

Mrs Lewis

(4)

Salem, Oregon
December 1, 1952

Mr. C. W. Enfield
Chief Counsel
Building

Dear Mr. Enfield:

Attached is a Notice of Garnishment and Writ of Attachment served in this office at 9:30 a.m., December 1, 1952. The plaintiff is Farmers Insurance Exchange against Holloway Painting Company in the sum of $280.15 plus $100.00 attorney's fees.

Very truly yours

Secretary

FAQ:md
Attach.

cc - Mr. C. H. Maimon (2)

NOTED ON CARD

~~12-1-52~~

RECEIVED
FOR FILING

2-4201

[illegible]

Mr. Lewis

November 28, 1952

United States Fidelity and Guaranty Co.
201 Portland Trust Building
Portland, Oregon

Attention: W. Talbot Sinclair, Manager

Gentlemen:

Attached are two copies of claims filed with the Secretary of State by Rhoten, Rhoten and Speerstra, Salem attorneys, in behalf of National Farmers Union Property and Casualty Company representing Orville C. and Ruby E. Vogt in the sum of $30.00 and Flavin E. Drushella in the sum of $25.00. Both of these claims are for paint damage to automobiles allegedly due to the operations of Holloway Painting Company on the Willamette River Bridge at Albany awarded to Holloway as State Highway Contract No. 3643.

This information is provided as your Company appears as surety on the performance bond furnished with Contract No. 3643.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Mr. Karl H. Doerre
1112 Cascade Building
Portland 4, Oregon

P. L. Holloway Painting Co.
Route 2, Box 367A
Tacoma, Washington

NOTED ON CARD
11-28-52

COPY

NOTICE

TO: THE SECRETARY OF STATE, STATE OF OREGON.

NOTICE IS HEREBY GIVEN that the undersigned National Farmers Union Property & Casualty Company, a corporation with home office in Denver, Colorado, has a claim for damage to the 1951 Chevrolet sedan owned by Orville C. and Ruby Z. Vogt by and through the negligence of the Holloway Paint Company of Tacoma, Washington, in spray painting the State Highway bridge known as the Willamette Bridge near Albany, Oregon, on Oregon State Highway 20 on or between June 15, 1952, and July 31, 1952, in the sum of $30.00 against the bond taken from the Holloway Paint Company, and any sureties thereon, for the work of painting the Oregon State Highway bridge known as the Willamette Bridge near Albany on Oregon State Highway 20 during the summer of 1952.

DATED this 21st day of November, 1952.

NATIONAL FARMERS UNION PROPERTY
& CASUALTY COMPANY

By GEO A RHOTEN
General Counsel for Oregon

NOTICE

ENDORSED
File No. 3365
Filed--November 24, 1952
EARL T. NEWBRY, Secretary of State

COPY

NOTICE

TO: THE SECRETARY OF STATE, STATE OF OREGON.

NOTICE IS HEREBY GIVEN that the undersigned National Farmers Union Property & Casualty Company, a corporation with home office in Denver, Colorado, has a claim for damage to the 1950 Buick sedan owned by Flavin E. Drushella by and through the negligence of the Holloway Paint Company of Tacoma, Washington, in spray painting the State Highway bridge known as the Willamette Bridge near Albany, Oregon, on Oregon State Highway 20 on or between June 15, 1952, and July 31, 1952, in the sum of $25.00 against the bond taken from the Holloway Paint Company, and any sureties thereon, for the work of painting the Oregon State Highway bridge known as the Willamette Bridge near Albany on Oregon State Highway 20 during the summer of 1952.

DATED this 21st day of November, 1952.

NATIONAL FARMERS UNION PROPERTY
& CASUALTY COMPANY

By GEO A RHOTEN
General Counsel for Oregon

NOTICE

ENDORSED
File No. 3364
Filed--November 24, 1952
EARL T. NEWBRY, Secretary of State

RECEIVED
DEC 1
FOR FILING

2-4-[illegible]

3643

Liles Luns

November 28, 1952

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: E. Libby

Dear Sir:

This is to acknowledge receipt of your letter dated November 24 and to which was attached three copies each of two notices of claim filed with your office by Rhoten, Rhoten and Speerstra in behalf of the National Farmer's Union Property and Casualty Company representing Orville C. and Ruby Z. Vogt in the sum of $30.00 and Flavin E. Drushella in the sum of $25.00.

Both of these claims are against Holloway Painting Company on State Highway Contract No. 3643 and bear your file numbers 3365 for Vogt and 3364 for Drushella.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

NOTED ON CARD
11-28-52 g

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

[illegible]

RECEIVED

NOTED ON CARD

RECEIVED
DEC 1 [illegible] 1952
FOR FILING

[illegible]

[illegible]

November 28, 1952

Rhoten, Rhoten & Speerstra
Attorneys at Law
Pioneer Trust Building
Salem, Oregon

Attention: Mr. Ervin W. Potter

Gentlemen:

This is to acknowledge receipt of two copies of notices of claim in behalf of the National Farmers Union Property and Casualty Company representing Orville C. and Ruby Z. Vogt and Flavin E. Drushella for damages to their automobiles by reason of accidents of the Holloway Painting Company in painting the Willamette River Bridge at Albany. The originals of these notices were directed to the Secretary of State and we have today received copies from his office and advising that they have been filed with that office.

The claims are being recorded in this office and we will advise the surety that they have been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ;md

NOTED ON CARD
11-28-52

RHOTEN, RHOTEN & SPEERSTRA
ATTORNEYS AT LAW
PIONEER TRUST BUILDING
SALEM, OREGON

GEO. A. RHOTEN
J. RAY RHOTEN
SAM F. SPEERSTRA
ERVIN W. POTTER

November 20, 1952

State Highway Commission
State Highway Building
Salem, Oregon

3643

Attention: H. B. Glaisyer

Gentlemen:

Enclosed are copies of Notices of Claim for your information.

We appreciate your courtesy in this matter.

Very truly yours,

RHOTEN, RHOTEN & SPEERSTRA
By Ervin W. Potter

EWP:mj
Enc.

[illegible]
11-20-52

NOTICE

TO: THE SECRETARY OF STATE, STATE OF OREGON.

NOTICE IS HEREBY GIVEN that the undersigned National Farmers Union Property & Casualty Company, a corporation with home office in Denver, Colorado, has a claim for damage to the 1951 Chevrolet sedan owned by Orville C. and Ruby Z. Vogt by and through the negligence of the Holloway Paint Company of Tacoma, Washington, in spray painting the State Highway bridge known as the Willamette Bridge near Albany, Oregon, on Oregon State Highway 20 on or between June 15, 1952, and July 31, 1952, in the sum of $30.00 against the bond taken from the Holloway Paint Company, and any sureties thereon, for the work of painting the Oregon State Highway bridge known as the Willamette Bridge near Albany on Oregon State Highway 20 during the summer of 1952.

DATED this 21st day of November, 1952.

NATIONAL FARMERS UNION PROPERTY
& CASUALTY COMPANY

By s/ Geo. A. Rhoten
General Counsel for Oregon

NOTICE

NOTICE

TO: THE SECRETARY OF STATE, STATE OF OREGON.

NOTICE IS HEREBY GIVEN that the undersigned National Farmers Union Property & Casualty Company, a corporation with home office in Denver, Colorado, has a claim for damage to the 1950 Buick sedan owned by Flavin E. Drushella by and through the negligence of the Holloway Paint Company of Tacoma, Washington, in spray painting the State Highway bridge known as the Willamette Bridge near Albany, Oregon, on Oregon State Highway 20 on or between June 15, 1952, and July 31, 1952, in the sum of $25.00 against the bond taken from the Holloway Paint Company, and any sureties thereon, for the work of painting the Oregon State Highway bridge known as the Willamette Bridge near Albany on Oregon State Highway 20 during the summer of 1952.

DATED this 21st day of November, 1952.

NATIONAL FARMERS UNION PROPERTY
& CASUALTY COMPANY

By s/ Geo. A. Rhoten
General Counsel for Oregon

NOTICE

RECEIVED
FOR FILING
[illegible]

Mrs Lewis
record on card

Salem, Oregon
November 26, 1952

Mr. C. W. Enfield
Chief Counsel
Building

Dear Mr. Enfield:

Attached is a Notice of Garnishment and a Writ of Attachment in the District Court of Linn County served in this office at 10:12 a.m., November 24, 1952, by the Marion County Sheriff.

Mayflower Inter-Insurance Exchange is the plaintiff in this proceeding against P. L. Holloway Painting Company for indebtedness due the plaintiff in connection with State Highway Contract No. 3643 awarded to P. L. Holloway Painting Company for painting the Willamette River Bridge at Albany.

The attachment is in the sum of $653.65 plus $612.15 as attorney's fees.

Very truly yours

Secretary

FAQ:md
Attach.

cc - Mr. C. H. Maison

NOTED ON CARD
11-2[illegible]

FOR FILING

E A R L T . N E W B R Y
SECRETARY OF STATE
SALEM, OREGON

Nov. 24, 1952

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Rhoten, Rhoten & Speerstra, attorneys, Salem, and filed as of this date the following notice of claims by National Farmers Union Property & Casualty Co.

A claim for damage to the 1951 Chevrolet sedan owned by Orville C. and Ruby Z. Vogt in the sum of $30.00 against the bond taken from Holloway Pain Company, Principal, for the work of painting the Oregon State Highway Bridge known as the Willamette Bridge near Albany, our file No. 3365.

A claim for damage to 1950 Buick sedan owned by Flavin E. Drushella in the sum of $25.00 against the bond taken from the Holloway Pain Company for work of painting the Oregon State Highway bridge known as the Willamette Bridge near Albany, file No. 3364.

We are enclosing three copies of each claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
SECRETARY OF STATE

By /s/ E. Libby
Clerk
Filing Dept.

NF:M
Enc.

files

RECEIVED
FOR FILING

3-4201

3-1

November 20, 1952

United States Fidelity and Guaranty Company
201 Portland Trust Building
Portland 4, Oregon

Attention: W. Talbot Sinclair, Manager

Re: State Highway Commission
Contract #3643 - P. L.
Holloway, doing business as
P.L. Holloway Painting Company

Gentlemen:

Please find enclosed a copy of a letter we have this date addressed to Mr. P. L. Holloway in connection with State Highway Commission contract numbered as above and upon which, your firm has joined as surety.

I believe you will find the letter fully explanatory as to the Attachment and Notice of Garnishment served on the State Highway Commission and the claims that have been presented as arising out of the performance of said contract.

I am also enclosing herewith a copy of the letter of Mr. Merle A. Long which sets forth the list of claimants he represents and the amount of the claim in each instance.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

G. E. Rohde
Assistant Attorney

GER:er
cc: Karl H. Doerre, Resident Agent
1112 Cascade Building, Portland 4, Oregon
cc: United States Fidelity and Guaranty Company
Central Building, Seattle, Washington

Encl. (3)

C/ Mr. Glaisyer

[illegible]
11-20-52

November 20, 1952

Mr. P.L. Holloway, doing business as
P. L. Holloway Painting Company
Route 2, Box 367 A
Tacoma, Washington

Re: Contract #3643

Dear Sir:

Please be advised that the State Highway Commission was today served with a Writ of Attachment and Notice of Garnishment wherein Farmers Insurance Exchange was Plaintiff and P.L. Holloway, doing business as Holloway Painting Company, was the Defendant. Said action was filed in the Circuit Court of the State of Oregon for the county of Lane and the Writ and Notice was served on the Commission by the sheriff of Marion County, Oregon. The Writ of Attachment indicates that the action filed is to recover the sum of $459.70 together with costs and $250.00 attorney's fees. Enclosed you will find the ~~Writ~~ return that has been made to the Notice of Garnishment. We are not aware of the cause of the aforementioned action as to whether or not it arose out of services or materials in connection with your State Highway contract no. 3643 at Albany, Oregon. We do feel, however, that final payment on the contract must be withheld until settlement is made.

We must also call to your attention the several claims for property damages arising out of the contract and presented by Merle A. Long of the firm of Long and McKechnie, Attorneys at Law in Albany, Oregon, who is representing the claimants. A copy of Mr. Long's letter to the State Highway Commission, dated November 3, 1952 we understand was furnished directly to you. It is anticipated that you will take appropriate steps to make good such of these claims as are justified.

A copy of this letter is being forwarded directly to the United States Fidelity and Guaranty Company the surety on your contract.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

G. E. Rohde
Assistant Attorney

[illegible]

11-20-52

GER:er
Encl.

November 20, 1952

Long and McKechnie
Attorneys at Law
Bank of Albany Building
Albany, Oregon

Re: State Highway Commission
Contract #3643

P. L. Holloway painting contract
on bridge, Albany, Oregon

Attention: Mr. Merle A. Long

Gentlemen:

Your letter of November 3, 1952 reference the above subject claims has been referred by Mr. Enfield to the undersigned for reply. I might state that Mr. Enfield has been out of the State for some weeks and has just recently returned to his desk and we are attempting to clear the accumulated mail.

The above numbered contract for painting the State Highway bridge at Albany, Oregon was in the standard form of such contracts entered into by the State Highway Commission. The contract does specifically provide that the contractor shall be responsible for all damages to property, injury to persons and loss that may be caused by or may result from carrying out of the work to be done under said contract, or from any act, omission or neglect of the contractor, his sub-contractors or his employees. It further provides that the contractor shall indemnify and save harmless the State of Oregon, the State Highway Commission and all employees of the Commission from all suits or actions brought for or on account of any damage, injury or loss sustained by any persons resulting from the carrying out of the work to be done under the contract. A surety is, of course, also required on the contract to provide for its faithful performance. The surety on this contract was the United States Fidelity and Guaranty, whose local office in Oregon is: 201 Portland Trust Building, Portland 4, Oregon.

We must, therefore, suggest your claims be directed to the principal and his surety on said contract. We are, ourselves, notifying them directly of your claims.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

G. E. Rohde
Assistant Attorney

GER:er

[illegible]

11-22-52

November 20, 1952

Mr. Denver Young, Sheriff
Marion County
Salem, Oregon

Re: Farmers Insurance Exchange,
an inter-insurance exchange,
Plaintiff,
vs.
P. L. Holloway, doing business as Holloway Painting
Company,
Defendant.

Dear Sir:

Please find enclosed the answer of the State Highway Commission in the matter of the Writ of Attachment and Notice of Garnishment in the above-entitled case, served by you on the Oregon State Highway Commission on October 9, 1952.

Would you please see that this answer is transmitted for filing in the above-entitled case.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

G. M. Rohde
Assistant Attorney

[illegible]:ab
Enc. 2
cc: [illegible] Glaisyer ✓
James P. Bartlett

NOTED ON CARD
11-24-52

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF LANE

FARMERS INSURANCE EXCHANGE,
an inter-insurance exchange,

Plaintiff,

vs.

P. L. HOLLOWAY, doing business
as HOLLOWAY PAINTING COMPANY,

Defendant.

ANSWER TO GARNISHMENT

STATE OF OREGON)
: ss.
County of Marion)

Comes now the Garnishee to whom a Notice of Garnishment was directed on November 20, 1952, and for Answer to said Notice of Garnishment states and alleges as follows, to-wit:

That at the time of service of said Notice of Garnishment upon it there was in its hands, or control no property, money, debts, rights, dues and/or credits, due or to become due, belonging or owing to the Defendant P. L. Holloway, doing business as Holloway Painting Company, named in said Notice of Garnishment, or either of them, except the following: a final estimate on State Highway Contract No. 3643 in the amount of $3,293.13.

Dated November 20, 1952.

Secretary of the Oregon
State Highway Commission

NOTED ON CARD

11-21-52. JC

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NOV 1 1952
FOR FILING

[illegible]

November 12, 1952

Mayflower Inter-Insurance Exchange
516 S. E. Morrison
Portland, Oregon

Attention: Mr. Donald C. Jolly

Gentlemen:

We have your letter of November 3 concerning the status of final payment to Holloway Painting Company on Contract No. 3643.

Final payment on this job in the amount of $3,393.13 is being withheld because of outstanding claims against the contractor on this job.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

Mayflower INTER-INSURANCE EXCHANGE

516 S.E. MORRISON
PORTLAND, OREGON
PHONE VERMONT 0480

November 3, 1952

Oregon State Highway Department
Salem, Oregon

Attention: Mr. H. B. Glaisyer

Gentlemen:

On September 18, 1952, we received a letter from you indicating that the P. I. Holloway Painting Company, Route 2, Box 317A, Tacoma, Washington, had completed contract number 3643 for the painting of the Willamette River Bridge at Albany during June and July of 1952.

Your letter also indicated that the contract was completed on July 22, and accepted by the Commission on the 18th of August, but that final payment had not been made at the date of your letter to the contractor.

We are interested in knowing at this time whether the contractor has received payment on this contract and your reply in that regard will be much appreciated.

Yours very truly,

Donald C. Jolly
DONALD C. JOLLY
PORTLAND CLAIM OFFICE

DCJ:m

REFERRED TO
BY SECRETARY

RECEIVED
NOV 12 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

COPY

Law Offices
LONG AND McKECHNIE

Merle A. Long
Robert M. McKechnie

Suite 200 Bank of Albany Building
First and Ellsworth Streets
ALBANY, OREGON
Telephone 1498

November 3, 1952

RECEIVED
NOV 5 1952
LEGAL DEPT.

Oregon State Highway Department
Salem, Oregon

Re: P. L. Holloway painting contract on bridge, Albany, Oregon

Attention: C. W. Enfield:

Dear Sir:

This office will present seventeen individual claims for property damages as a result of paint spraying on the highway bridge at Albany, Oregon, this summer. We received a letter from you of October 27th, 1952, stating that Mr. P.L. Holloway, Rt. 2, Box 367A, Tacoma, Washington, was the contractor who painted the bridge. It is my understading that, under the contract which was entered into between the State Highway Commission and Mr. Holloway, that there is a third party beneficiary clause which entitles the injured parties to make a claim against funds which are held in reserve on the amount payable into the contract.

The following list represents the claims which we now have in our possession and the amount following shows the claim in full for each party:

G. M. Junkin	$25.00
Russell W. Gott	24.50
Clarence Herrington	30.00
Dale & Mavis Cheek	25.00
E. A. Carpenter	30.00
F.H. & Josele Ward	62.00
Robert W. Raymond	25.00
Wade Parlee	25.00
Louise Williams	30.00
John J. Drazdoff	30.00
Albany Disposal Company	25.00
E. J. Kingsley	20.50
Jeanette Allen	24.50
O.L & Wanda Gray	28.00
	28.00

REFERRED TO
BY SECRETARY

E.H. & Ethal Rietz	$24.50
Dellbert L. Follette	30.00
Robert M. McKechnie	65.00
Fred H. Forster	35.00
Merle A. Long	35.00

A copy of this letter is being sent to Mr. P.L. Holloway at Tacoma, Washington.

Some settlement of these claims can be made at an early date with out the necessity of filing suit. Request is hereby made that payment be withheld from Mr. P.L. Holloway and that an amount be retained by the State Highway Commission in sufficient sums to cover the claims of our clients in the amount above stated.

Very truly yours,

LONG & MC KECHNIE

By
/S/ Merle A. Lang

MAL:cms
CC: P.L. Holloway

[illegible]
11-3-52

RECEIVED
NOV 5 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING
3-4384
3643

Mrs Lewis.

October 28, 1952

Mr. Mel Kosta
Attorney at Law
1202 Portland Trust Building
Portland 4, Oregon

Dear Mr. Kosta:

We have your letter of October 27 concerning spray damage sustained by your client, Mr. Walter W. Vance, near the Willamette River Bridge in Albany on July 2, 1952.

P. L. Holloway Painting Company, Route 2, Box 367A, Tacoma, Washington, held State Highway Contract No. 3643 for the painting of this bridge. Their work on this job was completed July 22, 1952, and accepted by the Highway Commission August 18, 1952. Final payment, however, has not yet been made.

The United States Fidelity and Guaranty Company through Karl H. Doerre, 1112 Cascade Building, Portland 4, furnished the performance bond with this contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

MEL KOSTA
ATTORNEY AT LAW
1202 PORTLAND TRUST BUILDING
PORTLAND 4, OREGON
CAPITOL 1355

October 27th, 1952

State Highway Commission
Salem, Oregon

3643

Re: Walter W. Vance
Paint Spray Loss of 7/2/52

Gentlemen:

I have been retained to effect recovery for paint spray damage sustained by the above named party near the Willamette River Bridge in Albxy, Oregon, on the captioned date.

I would appreciate your cooperation by forwarding the name and address of the contractor employed to paint said bridge on the above date.

This will thank you in advance for your efforts in this matter.

Very truly yours,

Mel Kosta

Mel Kosta

MK/cm

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FOR FILING

October 27, 1952

Maryland Casualty Company
404 Equitable Building
Portland 4, Oregon

Attention: Mr. Lloyd G. Kirk
Adjuster

Gentlemen:

This is to acknowledge your letter of October 24 concerning certain damage to the automobile of Marion Uhden on August 7, 1952, in connection with painting operations on the bridge in Albany, Oregon.

The P. L. Holloway Painting Company, Route 2, Box 367A, Tacoma, Washington, performed the contract for the State Highway Commission for repainting of this bridge; however, our records show that the contract was completed on July 22 so we do not believe that this claim would apply to this contractor.

In the event that the date of the accident may be an error or if you have information describing in more detail the location and nature of the accident, it may be that we can identify it in our records.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

MARYLAND CASUALTY COMPANY
STEWART McDONALD, CHAIRMAN OF THE BOARD
WILLIAM T. HARPER, PRESIDENT

PORTLAND CLAIM DIVISION
404 EQUITABLE BUILDING PORTLAND 4, OREGON

October 24, 1952

[illegible]

Oregon State Highway Commission
Salem, Oregon

Re: Name of Insured Marian Uhden
Name of Claimant State of Oregon
Date of Accident 8-7-52
Claim Number 750 AU 50169

Dear Sir:

The above insured carries insurance with the Maryland Casualty Company for loss and damage sustained by him to his automobile as a result of an accident which occurred on the date above indicated.

Claim for such damage has been made and upon the settlement thereof, the Maryland Casualty Company becomes subrogated to the insured's rights against you. You are hereby advised that the insured has no authority to give you a release for any amount for which this Company is liable under its insurance contract.

In the event that you are insured, it is important that this letter be forwarded to your insurance company for their attention.

Very truly yours,

Lloyd O. Kirk,
Adjuster

P.S. This is in connection with painting operations on the bridge in Albany, Oregon.

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OCT 27 1952
OREGON
STATE HIGHWAY COMMISSION

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[illegible]

October 15, 1952

REFERRED TO Query BY SECRETARY

F. QUERY

P. L. Holloway Painting Company
Route 2, Box 903
Tacoma, Washington

Gentlemen:

Reference is made to your letter of October 10, 1952 demanding payment of the final estimate due you for painting the Willamette River Bridge in Albany, State Highway Contract No. 3643.

Regret that we are not in a position to release final warrant to you due to outstanding claims against the job, particularly an attachment that has been filed against the remaining amount owing you. As soon as these claims have been taken care of, we will be glad to expedite payment.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

NOTED ON CARD
10-15-52

P. L. Holloway Painting Co.
Rte. 2 Box 903
Tacoma, Washington

Oct. 10 1952

Oregon State Highway Department
Salem Oregon.

Dear Sirs:

Attached herewith is a copy of a form which we have sent to all firms with insurance claims

A copy was also sent to our bonding company, the United States Fidelity and Guarenty Co. at 319 S. W. Washington St. Portland Oregon.

According to article 1. 9. 8. paragraph 3 only 7 ½ % of total payment may be withheld until final payment after acceptance by engineer in charge. Amount due us is $3293.13, a total of over 30%.

We are satisfied that enough time has elapsed that we are justified in demanding payment.

Very truly yours,

P. L. Holloway

P. L. Holloway Painting Co.

RECEIVED
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OREGON
STATE HIGHWAY COMMISSION

10-10-52, SC

P. L. Holloway Painting Co.

Rte. 2 Box 903

Tacoma, Washington

Your attention is called to the following facts relatingto the above named claim:

At the time the alleged damage occured we were engaged in performance of a contract with the State of Oregon for work classed as Public Road Construction. In performance of this contract in a manner satisfactory to the State every possible precaution was taken to avoid damage from wind-blown paint spray beyond our control.

A flagman was on duty to slow or stop traffic to allow for safe crossing. Those motorists who obeyed the flagman's signals did not receive damage to their automobiles.

The parking area wherein wind-blown paint spray beyond our controlmight cause damage was closed to parking. We requested and were granted permission to do so from the Albany Police Department, and the area was posted " NO PARKING" . Any motoristparking in that area was not only negligent but was in direct violation of the order of the Police Department.

In addition, at al times during operations a responsible personwas available at the job site to discus any alleged damage, and to record extent of such damage and to determine responsibility. Your client or assured did not contact us at the time of the alleged damage nor thereafter so that such necessary facts could be ascertained. We also had men available on the job to take care of paint spray.
In view of these facts we do not feel that this claimis justified.

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3 - 4 [illegible]

[illegible]

October 15, 1952

Gould & Gould, Inc.
Dexter Horton Building
Seattle 4, Washington

Attention: Mr. S. M. Reilly

Gentlemen:

The P. L. Holloway Painting Company, who were awarded State Highway Contract No. 3643 for painting the Willamette River Bridge at Albany, completed their operations on July 22, 1952.

This is in reply to your letter of October 10 concerning the date that their spray painting operations ceased.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

CABLE ADDRESS "GOULDINC"

GOULD & GOULD, INC.

MANAGING GENERAL AGENTS

WASHINGTON IDAHO OREGON ALASKA

DEXTER HORTON BLDG
SEATTLE 4, WASHINGTON

REFERRED TO BY SECRETARY

October 10, 1952

Department of Highways
State of Oregon
Salem, Oregon

3643

Re: Claim No. 16522
Policy No. 165588
Basil A. & Kathryn Ryals
Accident of: 7-19-52

Gentlemen:

We are writing with reference to a painting by P. L. Holloway of Tacoma, Washington of the Albany Willamette River Bridge, at Albany, Oregon. We have been presented with a claim for spray painting to our assured's automobile and our assured pleads that the loss occurred at the bridge. There is a possibility, however, that the loss did not occur within our policy period, and we are therefore interested in knowing the date or approximate date on which Mr. Holloway's spray painting operation ceased. We would appreciate your furnishing us with this information, if available.

For your convenience, we suggest you jot your reply at the foot of this letter and return it to us and we are enclosing a post paid self addressed envelope.

Very truly yours,

GOULD & GOULD, INC.

S. M. Reilly

S. M. Reilly
Claim Dept.

SMR:bb

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

MEMBER AMERICAN ASSOCIATION OF MANAGING GENERAL AGENTS

RECEIVED
FORM E-129X 37,500 4-52

FOR FIL

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

October 14, 1952

Mr. Denver Young, Sheriff
Marion County
Salem, Oregon

Re: Farmers Insurance Exchange,
an inter-insurance exchange,
Plaintiff,
vs.
P. L. Holloway, doing business as Holloway Painting Company,
Defendant.

Dear Sir:

Please find enclosed the answer of the State Highway Commission in the matter of the Writ of Attachment and Notice of Garnishment in the above-entitled case, served by you on the Oregon State Highway Commission on October 9, 1952.

Would you please see that this answer is transmitted for filing in the above-entitled case.

Very truly yours,

note on card

C. W. ENFIELD
Chief Counsel

By
FRED A. MILLER
Assistant Counsel

FAM/mlk
Enc. 2
cc: H. B. Glaisyer
James P. Bartlett

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF LANE

FARMERS INSURANCE EXCHANGE,)
an inter-insurance exchange,)
Plaintiff,)
vs.) ANSWER TO GARNISHMENT
P. L. HOLLOWAY, doing business)
as HOLLOWAY PAINTING COMPANY,)
Defendant.)

STATE OF OREGON)
: ss.
County of Marion)

Comes now the Garnishee to whom a Notice of Garnishment was directed on October 8, 1952, and for Answer to said Notice of Garnishment states and alleges as follows, to-wit:

That at the time of service of said Notice of Garnishment upon it there was in its hands, or control no property, money, debts, rights, dues and/or credits, due or to become due, belonging or owing to the Defendant P. L. Holloway, doing business as Holloway Painting Company, named in said Notice of Garnishment, or either of them, except the following: a final estimate on State Highway Contract No. 3643 in the amount of $3,293.13.

Dated October 13, 1952.

H. B. GLAISYER
Secretary of the Oregon
State Highway Commission

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FORM E-30X 25M 11-50 44702

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 10, 1952

SUBJECT:

To:

C. W. Enfield
Chief Counsel
OFFICE

NOTED
H. B. GLAISYER

Attached herewith are Notice of Garnishment and Writ of Attachment served on the Oregon State Highway Commission October 9th with respect to monies owing by the commission to the P. L. Holloway Painting Company in connection with its contract with this commission for painting the Willamette River Bridge on the Albany-Corvallis Highway at Albany, State Highway Contract No. 3643.

Payment of the final estimate has been processed through the issuing of the warrant. This warrant is in the amount of $3,293.13 and is now being held in our safe until release for payment.

C. H. Maison, Manager
Accounting Division

By:

James P. Bartlett
Accounting Division

JPB:pg

Enclosure

cc: H. B. Glaisyer

NOTED ON CARD
10-10-52, g

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FOR FILING

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[illegible]

October 9, 1952

Mr. Karl H. Doerre
Resident Agent
United States Fidelity and Guaranty Company
1112 Cascade Building
Portland 4, Oregon

Dear Mr. Doerre:

This note is simply to inform you that the Oregon State Highway Commission has today been served with a Writ of Attachment with respect to monies owing by the Commission to the P. L. Holloway Painting Company in connection with its contract with this Commission for painting the Willamette River Bridge on the Albany-Corvallis Highway at Albany, State Highway Contract No. 3643. The amount involved is $374.75 and attorneys fees in the amount of $250. Plaintiff in the case is the Farmers Insurance Exchange whose address, I believe, is Eugene, Oregon.

In view of this attachment, it will be necessary for the State Highway Commission to withhold further payments in connection with this job until the attachment is satisfied.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc
cc: C. H. Maison
F. Query

P. L. Holloway Painting Company
Route 2, Box 367-A
Tacoma, Washington

Mr. Maison:

I attach hereto notice of garnishment and writ of attachment mentioned in the foregoing letter. Pursuant to the usual practice, I assume that you will pass the papers on to the Legal Department with full information with respect to funds that are due and payable to the Holloway Painting Company in connection with this job so appropriate return may be made.

NOTED ON CARD

HBG

10-9-52, [illegible]

(Over)

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FOR FILING
2-4209

C O P Y

JOHN L. LUVAAS
ATTORNEY AT LAW
204 TITUS BUILDING
16 EAST BROADWAY
EUGENE, OREGON
TELEPHONE 5-4389

October 1, 1952

F. L. Holloway Painting Company
Route 2, Box 367 A
Tacoma, Washington

Gentlemen:

Demand is hereby made in behalf of my client, Farmers Insurance Group, that you reimburse my client for the moneys they have been obliged to pay out to their assureds for paint damage, which damage was caused by your negligence in the painting of the Albany, Oregon, Bridge. To date, the following additional claims have been paid by Farmers Insurance Group, to-wit:

E. J. Lyles	$ [illegible]
[illegible]	[illegible]
[illegible]	[illegible]
R. N. [illegible]	24.[illegible]
Peter [illegible]	[illegible]
K. W. [illegible]	[illegible]
[illegible]	[illegible]
H. O. [illegible]	[illegible]
TOTAL	$ [illegible]

Please be advised that if these claims are not paid within ten days from date, action will be filed against you in Linn County, Oregon, for the amount of the claims, together with a reasonable amount of attorney's fees on each claim, pursuant to Oregon law.

Very truly yours,

JOHN L. LUVAAS

JLL:be
cc: United States Fidelity & Guaranty Co.
319 S. W. Washington, Portland 4, Oregon

cc: H. B. Glaisyer, Secretary to State Highway Commission
Highway Commission Office Bldg, Salem, Oregon

NOTED ON CARD
10-3-52 g

RECEIVED
FOR FILING
2-4-[illegible]

COPY

JOHN L. LUVAAS
ATTORNEY AT LAW
204 TITUS BUILDING
16 EAST BROADWAY
EUGENE, OREGON
TELEPHONE 5-438[illegible]

September 22, 1952

Guerry c Mrs Lewis

P. L. Halloway Painting Company
Route 2, Box 367 A
Tacoma, Washington

Gentlemen:

Demand is hereby made in behalf of my client, Farmers Insurance Group, that you reimburse my client for the moneys they have been obliged to pay out to their assured for paint damage, which damage was caused by your negligence in the painting of the Albany, Oregon, Bridge. To date, the following additional claims have been paid by Farmers Insurance Group, to-wit:

J. W. Shortridge	$ 30.00
R. M. Phillips	125.00
H. C. Griffin	25.00
Tharold Harris	25.00
Donald Mixell	25.00
H. A. Luther	29.50
O. J. Parkhurst	24.50
R. N. Woods	25.00
	$309.00

Please be advised that if these claims are not paid within ten days from date, action will be filed against you in Lane County, Oregon, for the amount of the claims, together with a reasonable amount of attorney's fees on each claim, pursuant to Oregon Law.

Very truly yours,

JOHN L. LUVAAS

RECEIVED
SEP 24 1952
OREGON
STATE HIGHWAY COMMISSION

JLL:be
cc: United States Fidelity & Guaranty Co.
319 S. W. Washington, Portland 4, Oregon

✓ cc: H. E. Galaisyer, Secretary to State Highway Commission
Highway Commission Office Bldg., Salem, Oregon

NOTED ON CARD
2-22-53

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FOR FILING

September 18, 1952

Mayflower Inter-Insurance Exchange
516 S. E. Morrison
Portland, Oregon

Gentlemen:

In reply to your letter of September 16 concerning the idenity of the contractor who conducted spray painting operations on the Willamette River Bridge at Albany during June and July of this year, we can advise that P. L. Holloway Painting Company, Route 2, Box 317A, Tacoma, Washington, was awarded State Highway Contract No. 3643 for this job. The contract was completed July 22nd and accepted by the Commission August 18, but final payment has not yet been made to the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

Mayflower INTER-INSURANCE EXCHANGE

516 S.E. MORRISON
PORTLAND, OREGON

PHONE VERMONT 0480

September 16, 1952

3643

Highway Department
State of Oregon
Salem, Oregon

Gentlemen:

This Company has an interest in identifying the contractor and/or sub-contractor responsible for carrying on the bridge spray-painting operation on the bridge spanning the Willamette River on U. S. Highway 20 at Albany, Oregon, during the months of June and July, 1952.

We would greatly appreciate any information you may be able to furnish regarding the identity or address of the above party and are enclosing a stamped, self-addressed envelope for your convenience in replying.

Yours very truly,

Donald C. Jolly
DONALD C. JOLLY
PORTLAND CLAIM OFFICE

DCJ:m

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BY SECRETARY
[illegible]

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OREGON
STATE HIGHWAY COMMISSION

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SEP 16 1952
FOR FILING

September 15, 1952

Mr. John L. Luvaas
Attorney at Law
204 Titus Building
16 East Broadway
Eugene, Oregon

Dear Mr. Luvaas:

In reply to your letter of September 10 concerning the T. L. Holloway Painting Company, our records show that this Company is a sole enterprise owned and operated by P.L. Holloway whose address is Route 2, Box 367 A, Tacoma, Washington. As an individually owned company no officers are shown other than Mr. Holloway.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 9/12

JOHN L. LUVAAS
ATTORNEY AT LAW
204 TITUS BUILDING
16 EAST BROADWAY
EUGENE, OREGON
TELEPHONE 5-4389

September 10, 1952

Mr. H. E. Glaisyer
Secretary to State Highway Commission
Highway Commission Office Building
Salem, Oregon

Dear Sir:

I am preparing to file an action against T. L. Halloway Painting Company of Tacoma, Washington, on the paint claims and would appreciate your advising me from your records whether this company is a partnership, a corporation, or a sole enterprize and if you have the information, who one or more of the officers are. Upon suing them, I will file an attachment upon you to attach the moneys which you are holding on their account.

Very truly yours,

JOHN L. LUVAAS

JLL:be

[illegible]

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SEP 12 1952
OREGON
STATE HIGHWAY COMMISSION

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FOR FILING

[illegible]

JOHN L. LUVAAS
ATTORNEY AT LAW
204 TITUS BUILDING
16 EAST BROADWAY
EUGENE, OREGON
TELEPHONE 5-4389

September 10, 1952

COPY

Halloway Construction Company
Route 2, Box 367A
Tacoma, Washington

Gentlemen:

Demand is hereby made in behalf of my client, Farmers Insurance Group, that you reimburse my client for the moneys they have been obliged to pay out to their assureds for paint damage, which damage was caused by your negligence in the painting of the Albany, Oregon, Bridge. To date, the following additional claims have been paid by Farmers Insurance Group, to-wit:

Walter Lucht	$	20.00
Eldon Bragg		25.00
David Cutsforth		25.00
Wallace Bohning		27.15
Total	$	97.15

Please be advised that if these claims are not paid within ten days from date, action will be filed against you in Lane County, Oregon, for the amount of the claims, together with a reasonable amount of attorney's fees on each claim, pursuant to Oregon law.

Very truly yours,

JOHN L. LUVAAS

RECEIVED
SEP 12 1952
OREGON
STATE HIGHWAY COMMISSION

JLL:be
cc: United States Fidelity & Guaranty Co.
319 S.W. Washington
Portland 4, Oregon

NOTED ON CARD

✓ cc: H. E. Glaisyer, Secretary to State Highway Commission
Highway Commission Office Bldg.
Salem, Oregon

RECEIVED
SEP [illegible] 1952
FOR FILING

September 3, 1952

Galey and Galey
Attorneys at Law
Groves Building
Sweet Home, Oregon

Gentlemen:

In reply to your letter of August 29 concerning whether Holloway Painting Company appointed an agent or attorney in fact for service of summons in the state of Oregon in connection with Contract 3643 for painting the Albany Bridge, we can only advise that our records do not disclose that any such agent or attorney has been appointed.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

GALEY AND GALEY
ATTORNEYS AT LAW
GROVES BUILDING
SWEET HOME, OREGON
PHONE 1151

JOHN D. GALEY
CECELIA P. GALEY

August 29, 1952

[illegible] BY SECRETARY [illegible]

3643

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

Thank you for your letter of August 28th concerning our claims against the State Highway Commission, and P. L. Holloway Painting Company, for paint spraying damage which occurred at the time of the painting of the Albany bridge. We appreciate your attention to these claims, and the information sent in your letter.

We will appreciate it if you can tell us from your files on this contract whether the P. L. Holloway Painting Company has appointed an agent or attorney in fact for service of summons in the State of Oregon, or was requested to do so by its contract, or by any regulation of the State Highway Commission.

We are writing the Corporation Commissioner to learn whether such an agent for service of summons was appointed by this company under the general Oregon statute concerning foreign corporations or associations.

Very truly yours

GALEY AND GALEY

BY:

JDG:bw

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

Mrs Lewis

August 28, 1952

Galey and Galey
Attorneys at Law
Groves Building
Sweet Home, Oregon

Gentlemen:

This is to acknowledge your letter of August 25 in which you report three additional claims for damage from spray painting on the Albany Bridge by the P. L. Holloway Painting Company. These claims will be entered in our records and we will advise the surety that they have been received.

We are not in a position to advise whether the contractor's public liability and property damage insurance covers such claims as these or whether the performance bond furnished by the contractor can be held liable. This is a legal matter which must be decided by legal council. There does, however, appear to be some evidence that the surety providing the performance bond might be hold under the provisions of that bond.

If you feel that you might wish to protect your claimants' claims for a period longer than six months following completion of the contract and acceptance by the Commission, you may wish to file the claims with the Secretary of State.

This contract, by the way, was completed July 22, 1952, and accepted by the Highway Commission August 18, 1952.

Although you are undoubtedly familiar with the provisions of the law, we have attached excerpts outlining the procedure necessary for filing with the Secretary of State.

As stated in one of our previous letters, the United States Fidelity and Guaranty Company through Karl H. Doerre, 1112 Cascade Building, Portland 4, furnished the performance bond for this contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

FAQ:md

Secretary

NOTED ON CARD
8-28-52, 9(

GALEY AND GALEY
ATTORNEYS AT LAW
GROVES BUILDING
SWEET HOME, OREGON
PHONE 1151

JOHN D. GALEY
CECELIA P. GALEY

August 25, 1952

Oregon State Highway Commission
Salem, Oregon

3643

Attention: Mr. H. B. Glaisyer

Dear Mr. Glaisyer:

Thank you for your letter of August 21 in reply to ours of August 17th on behalf of General Insurance Company regarding paint spray claims arising from the painting of the highway bridge at Albany in July. We have now receive three additional claims, as follows:

Frederick Dickhous	$25.00
D. W. Moore	$26.00
Raymond Lillie	$25.00

These claims are being submitted to P. L. Holloway Painting Company and its liability insurance carrier, as you suggested in your letter, and a copy of our letter to them is enclosed. However, it is our view that the Highway Commission is also liable on these claims, and we ask that the claims have continued attention in your office.

Very truly yours

GALEY AND GALEY

BY: John D. Galey

JDG:bw
Encl.
CC: General Insurance Company

RECEIVED
AUG 26 1952
OREGON
STATE HIGHWAY COMMISSION

JOHN D. GALEY
CECELIA P. GALEY

GALEY AND GALEY
ATTORNEYS AT LAW
GROVES BUILDING
SWEET HOME, OREGON
PHONE 1151

August 25, 1952

P. L. Holloway Painting Company
Route 2
Tacoma, Washington

Gentlemen:

We represent General Insurance Company of America, which has paid to certain holders of its policies the cost of cleaning and repair of paint damages to their automobiles which occurred while you were painting the highway bridge across the Willamette River at Albany in July, 1952. On behalf of our cleint, we hereby make demand for the payment and settlement of these damages within ten days after you receive this letter, in default of which legal action will be filed on these claims, including attorneys fees and Court costs.

These claims are as follows:

Dale Wallace	1940 Pontiac sedan	$25.00
John Newton	1941 Olds Coupe	$22.00
W. J. Jones	1948 Buick sedan	$22.50
Otto F. Tharp	1947 Buick Sedanette	$25.00
Merle Warner	1941 Pontiac	$25.00
Richard Kelley	1952 Victoria	$22.50
Dan Roth	1951 Buick	$22.50
Ted Hopper	1948 De Soto	$30.00
Sam Kitts	1948 Pontiac	$25.00
Dan Roth	1952 Plymouth	$24.50
Dan Roth	1951 Buick	$24.50
R. O. Ferguson	1951 Mercury Station Wagon	$30.00
Frederick Dickhours	1949 Ford	$25.00
D. W. Moore	1951 Dodge	$26.00
Raymond Lillie	1952 Buick	$25.00

These claims are asserted against you and against the Oregon State Highway Commission, which has referred us to you and your liability insurance company, United States Fidelity and Guaranty Company, c/o McAllister and Company, Agents, Central Building, Seattle, Washington.

We are sending a copy of this letter to McAllister and Company, and we suggest to you that you report these claims to your insurance company at once. It is possible that additional similar claims will be received by us, and in that case we will report them to you.

Please let us hear ffom you or your insurance company promptly.

Very truly yours

GALEY AND GALEY

BY:

JDG:bw
CC: McAllister & Company
Central Building
Seattle, Washington

Oregon State Highway Commission, Salem
Attention: Mr. H. B. Glaisyer

General Insurance Company, Eugene

RECEIVED
FOR FILING

[illegible]

Mrs Lewis

August 28, 1952

United States Fidelity and Guaranty Co.
201 Portland Trust Building
Portland, Oregon

Attention: Mr. W. Talbot Sinclair, Manager

Gentlemen:

In a letter dated August 25 from Galey and Galey, attorneys at Sweet Home, we are advised that they are representing three claimants whose cars, they state, were damaged by spray painting on the Albany Bridge on which the Holloway Painting Company was working under State Highway Contract No. 3643. The claims presented are as follows:

Frederick Dickhous	$25.00
E. W. Moore	26.00
Raymond Lillie	25.00

This information is furnished to your Company inasmuch as it has provided the performance bond for Contract No. 3643.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr. Karl H. Doerre
1112 Cascade Building
Portland 4, Oregon

P. L. Holloway Painting Company
Route 2, Box 367A
Tacoma, Washington

[illegible] ON CARD

RECEIVED
FOR FILING

[illegible]
[illegible]

COPY

JOHN L. LUVAAS
ATTORNEY AT LAW
204 TITUS BUILDING
16 EAST BROADWAY
EUGENE, OREGON
TELEPHONE 5-4389

Halloway Construction Company
Route 2, Box 267A
Tacoma, Washington

BY SECRETARY

Gentlemen:

Demand is hereby made in behalf of my client, Farmers Insurance Group, that you reimburse my client for the moneys they have been obliged to pay out to their assured for paint damage, which damage was caused by your negligence in the painting of the Albany bridge. To date, the following claims have been paid by Farmers Insurance Group, to-wit:

[illegible]	[illegible].00
Ralph Schulze	55.22
James Swindler	[illegible]
Gladys Kutsch	25.00
Lora E. Horne	[illegible]
Lewis P. Murry	24.50
Bernice B. Andres	[illegible]
Robert Tobey	25.00
Lee Vespers	25.00
James A. Shindler	25.00
E. E. Martin	[illegible].50

TOTAL $ [illegible]

Please be advised that if these claims are not paid within ten days from date, action will be filed against you in Lane County, Oregon, for the amount of the claims, together with a reasonable amount of attorney's fees on each claim, pursuant to Oregon law.

Very truly yours,

JOHN L. LUVAAS

JLL:be
cc: H.E. Glaisyer, Secretary
State Highway Commission, Salem, Oregon

RECEIVED
AUG 26 1952
FOR FILING

August 26, 1952

Galey and Galey
Attorneys at Law
Groves Building
Sweet Home, Oregon

Attention: Mr. John D. Galey

Gentlemen:

Reference is made to my letter of August 21, 1952 in which I mentioned that I didnot recall your letters of July 29 and July 31 filing additional claims against the P. L. Holloway Painting Company for spray painting damages to the automobiles of your clients.

Upon further investigation it was found that your two letters of the above mentioned dates were acknowledged by my letter of August 8, 1952, a copy of which is attached, and in which I told you that the P. L. Holloway Painting Company carried P. L. and P. D. insurance. I am now informed that this P. L. and P. D. insurance was written by the United States Fidelity and Guaranty Company, McAllister and Company, Agents. Their address is Central Building, Seattle, Washington. I suggest you contact this insurance company and file your claims with them.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

Encl.

Baldock

GALEY AND GALEY
ATTORNEYS AT LAW
Groves Building
SWEET HOME, OREGON

August 25, 1952

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer

Dear Mr. Glaisyer:

Thank you for your letter of August 21 in reply to ours of August 17th on behalf of General Insurance Company regarding paint spray claims arising from the painting of the highway bridge at Albany in July. We have now receive_ three additional claims, as follows:

Frederick Dickhous	$25.00
F. W. Moore	$26.00
Raymond Lillie	$25.00

These claims are being submitted to P. L. Holloway Painting Company and its liability insurance carrier, as you suggested in your letter, and a copy of our letter to them is enclosed. However, it is our view that the highway Commission is also liable on these claims, and we ask that the claims have continued attention in your office.

Very truly yours

GALEY AND GALEY

BY: /s/ John D. Galey

JDG:bw
Encl.
CC: General Insurance Company

COPY

RECEIVED
FOR FILING

mrs Lewis

August 21, 1952

United States Fidelity and Guaranty Company
Portland Trust Building
319 S. W. Washington Street
Portland 4, Oregon

Attention Mr. Earl M. Preston, Adjuster
Claim Department

Gentlemen:

Thank you for your letter of August 18, 1952 regarding claims that have been filed against P. L. Holloway Painting Company in connection with this company's contract for paintint the Willamette River Bridge at Albany.

Mr. Holloway has been advised of all claims that have been filed in this office, and we shall continue to do so. I received seven more in today's mail, and I had a telephone call from an attorney in Eugene to advise me that, to date, 29 claims have been filed with him and indications are that more are to follow.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ehr

[illegible]

8-21-52, E

UNITED STATES FIDELITY AND GUARANTY COMPANY
W. TALBOT SINCLAIR, MANAGER
PORTLAND OFFICE
SECOND FLOOR, PORTLAND TRUST BUILDING
319 S. W. WASHINGTON STREET, PORTLAND 4, OREGON

TELEPHONE: BROADWAY 0464

GEORGE C. BOTTOMS
ASSOCIATE MANAGER
LOTUS M. CONSER
ASSOCIATE MANAGER

JOSEPH A. BOYCE
SUPERINTENDENT OF CLAIMS

August 18, 1952

Oregon State Highway Dept.
Salem, Oregon

Attention: Mr. H. B. Glaisyer
Secretary

RE: P. L. Holloway Painting Co.
Route 2, Box 367-A
Tacoma, Washington

ANSWERED
H. B. GLAISYER

Dear Sir:

This is to acknowledge receipt of your letters of July 29, 1952, and August 15, 1952, in regards to claims involving the above captioned.

This is to advise that we have at this time discussed the afore-mentioned losses with the Seattle office producing this business and they have advised that they do not feel that there is any coverage for said claims under the bond of Mr. Holloway. Mr. Holloway also has a liability policy with this company which provides a $50.00 deductible feature for claims of this nature.

As this company has at this time been presented with approximately 21 claims by persons insured with comprehensive insurance by this company, the claims amounting to approximately $550.00, all of which are under the $50.00 deductible provision of Mr. Holloway's policy of insurance and we are at this time advising Mr. Holloway by way of a copy of this letter of our claims against him arising out of his bridge painting operations on the Willamette River Bridge at Albany, Oregon.

We shall keep Mr. Holloway advised of all claims which are presented through this office and we would appreciate your advising him of any and all claims which are called to your attention that arise out of the Albany Bridge painting operation.

Thanking you for your cooperation and attention in this matter, I am

Very truly yours,

U. S. F. & G.

Earl M. Preston

Earl M. Preston - Adjuster
Claim Dept.

cc: Seattle Office
cc: P. L. Holloway

RECEIVED
FOR FILING

August 21, 1952

Given - Mrs Lewis
BY SECRETARY

Galey and Galey
Attorneys at Law
Groves Building
Sweet Home, Oregon

Attention Mr. John D. Galey

Gentlemen:

I wish to acknowledge receipt of your letter of August 17 submitting seven additional claims against the P. L. Holloway Painting Company for spray painting dammage resulting to their automobiles from operations on the Willamette River Bridge at Albany. You also mention the filing of two claims on July 29 and three additional claims on July 31. I do not recall your two letters but will check with our Legal Department, which, I believe, has received several claims direct.

It is my understanding that the P. L. Holloway Painting Company carried public liability and property damage insurance on this project and that the bond was written by the United States Fidelity and Guaranty Company, McAllister and Company, Agents, Central Building, Seattle, Washington. I would suggest that you file your claim with the insurance company.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ehr

GALEY AND GALEY
ATTORNEYS AT LAW
GROVES BUILDING
SWEET HOME, OREGON
PHONE 1151

JOHN D. GALEY
CECELIA P. GALEY

August 17, 1952

State Highway Commission
Salem, Oregon

Gentlemen:

On July 29th, we submitted two claims of the General Insurance Company of American for paint spray damage resulting to automobiles insured by them from the painting of the highway bridge at Albany. On July 31st, we submitted three additional claims of the same kind.

We have had no reply from you to our letter of July 29th, or July 31st.

We now submit in addition to those claimes submitted in our first two letters, the following claims of the same kind, on behalf of the same client.

(1) Helen and Ted Hopper
1948 DeSoto Automobile,
Removing paint spray and polishing
car, Agnew Motors, $30.00

(2) Dale Wallace,
1940 Pontiac Sedan,
Cleaning paint from car, $25.00

(3) Sam Kitts,
1948 Pontiac,
Cleaning paint spray from car and
porcelainize, $25.00

(4) Dan Roth,
1952 Plymouth,
Remove paint and glaze, $24.50

(5) Dan Roth,
1951 Buick,
Remove paint and spray glaze, $24.50

(6) R. O. Ferguson,
1951 Mercury Stationwagon
Remove paint, $30.00

ANSWERED
H. B. GLAISYER

(7) Robert Ferguson,
1949 Mercury Coupe,
Remove paint, $25.00

We are puzzled by the fact that we have received no reply to our earlier letters. We will appreciate it if we may have an answer to this letter and that that we sent on July 29th, and July 31st

Very truly yours,

GALEY and GALEY

BY: John D. Galey

JDG:mf

[illegible]
[illegible]

RECEIVED
FOR FILING

August 21, 1952

United States Fidelity and Guaranty Company
Portland Trust Building
319 S. W. Washington Street
Portland 4, Oregon

Attention Mr. Earl M. Preston, Adjuster
Claim Department

Gentlemen:

The following additional claims have been filed with the State Highway Commission against the operations of the P. L. Holloway Painting Company, contractors for the paintint of the Willamette River Bridge at Albany:

(1) Helen and Ted Hopper
1948 DeSoto Automobile
Removing paint spray and polishing car
Agnew Motors, $30.00

(2) Dale Wallace
1940 Pontiac Sedan
Cleaning paint from car, $25.00

(3) Sam Kitts
1948 Pontiac
Cleaning paint spray from car and porcelainize
$25.00

(4) Dan Roth
1952 Plymouth
Remove paint and glaze, $24.50

(5) Dan Roth
1951 Buick
Remove paint and spray glaze, $25.40

(6) R. O. Ferguson
1951 Mercury Stationwagon
Remove paint, $30.00

(7) Robert Ferguson
1949 Mercury Coupe
Remove paint, $25.00

I am sending a copy of the list to the contractor. These claims were filed by Galey and Galey, Attorneys at Law, in Sweet Home, Oregon

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ehr

cc P. L. Holloway Painting Company
Route 2, Box 367-A
Tacoma, Washington

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
Aug. 15, 1952

(CONTRACT NO.) 2-4207	(EST. NO.)	(CONTRACTOR)
3643	4-final	Holloway Painting Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
14746 (1952 in)	R-46889	$ 3,293.13	8/15/52

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A. A. Wichlander
ACCOUNTING DIVISION

Specified Completion Date: Aug. 30, 1952

Time Extensions: None

Completion Date: July 22, 1952

Date Accepted: Aug. 18, 1952

Penalties: None of record

Claims: too numerous to list here, see General Files

Remarks: Authority is hereby given to release the warrant to Mr. Rohde to tender into Court in connection with an interpleader suit between the State Highway Commission, Plaintiff, versus P. L. Holloway et al, Defendant.

Date: 7-31-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant ~~Mailed.~~ (given Mr Rhode by Mr Maiani) A. A. Wichlander

NOTED ON CARD
7-31-53

RECEIVED
AUG 20 1952
FOR FILING

Query
Mrs Lewis

August 15, 1952

United States Fidelity & Guaranty Company
201 Portland Trust Building
Portland, Oregon

Attention: W. Talbot Sinclair, Manager

Gentlemen:

This note is simply to inform you of additional claims that has been filed with the State Highway Commission by people who have suffered paint damage to their cars from the operations of the P. L. Holloway Painting Company in connection with its contract No. 3643 with the State Highway Commission for painting the Willamette River Bridge at Albany, Oregon. These claims are as follows:

Mr. Russell W. Gott, claim filed by Oregon Automobile Insurance Company. Amount not stated.

Mr. Delbert L. Follett, claim filed thru Mr. Wendell E. Gronso, Attorney, Lebanon, Oregon. Amount $30.00.

The following claims were filed through Mr. John A. Boock, Attorney at Law, Albany, Oregon:

William O'Hearn	$25.00
William R. Savage	25.00
J. C. Farrell	25.00
Leonard Mix	25.00
R. E. Jacobson	25.00
Kenneth Cosler	25.00
Duane Morlan	25.00
Henry Nelson	25.00
Kenneth Cross	25.00
Dale Clark	30.00
Delbert Farlee	25.00

NOTED ON CARD
8-15-52, J

This information is given you inasmuch as the United States Fidelity & Guaranty Company appears as surety on the bond furnished by P. L. Holloway Painting Company in connection with this job.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: P. L. Holloway Painting Company
Route 2, Box 367-A
Tacoma, Washington

RECEIVED
AUG 20 1952
FOR FILING

Mrs Lewis

August 15, 1952

Oregon Automobile Insurance Co.
Equitable Building
Portland 4, Oregon

Attention: Mr. S. Gans
Claims Department

Gentlemen:

Reference is made to your letter of August 13, 1952 concerning damage which occurred to the automobile of your assured, Mr. Russell W. Gott, while traveling across the Willamette River Bridge in Albany on July 7, 1952, such damage consisting of paint~~ing~~ sprayed on his car by reason of the operations of the State's contractor at this place.

The painting work referred to was being done by the P. L. Holloway Painting Company under State Highway Contract No. 3643. This company's address is Route 2, Box 367-A, Tacoma, Washington. It is my understanding that this company carries P. L. and P.D. insurance, and that the policy was written by McAllister & Company, Central Building, Seattle, Washington.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

NOTED ON CARD
[illegible]

OREGON AUTOMOBILE INSURANCE CO.
HOME OFFICE – EQUITABLE BLDG.
PORTLAND 4, OREGON

August 13, 1952

Oregon State Highway Commission
Bridge Department
Salem, Oregon

RE: Our File S 86443, Pol AC 41600
Accident: 7/7/52
Assured: Russell W. Gott

Gentlemen:

Our above captioned assured had his car damaged by spray paint while traveling on the Albany Bridge July 7, 1952.

Will you please advise us whether this work was being done by state employees or by a contractor and if the latter, his name and address.

Thanking you for this information in advance.

Very truly yours,

OREGON AUTOMOBILE INSURANCE CO.

By S. Gans

S. Gans
Claims Department

SG:fig
Enc.

P. S. We enclose a stamped and addressed envelope for your reply.

ADDRESS ALL COMMUNICATIONS TO THE OREGON AUTOMOBILE INSURANCE COMPANY

RECEIVED
AUG 20 1952
FOR FILING

Mrs Lewis

August 15, 1952

Mr. John A. Boock
Attorney at Law
U. S. National Bank Building
Albany, Oregon

Dear Mr. Boock:

In your letter of August 14, 1952, which I have just received, you list claims of eleven of your clients whose cars suffered paint damage while crossing the Willamette River Bridge at Albany, and you demand payment of the claims within ten days and threaten legal action to enforce the claims if payment is not accomplished.

The painting work to which you refer was being done by the P. L. Holloway Painting Company under State Highway Contract No. 3643. The address of the contractor is Route 2, Box 367-A, Tacoma, Washington. Under the terms of the contract any damage occasioned to the general public by reason of the contractor's operations is the sole responsibility of the contractor. I am informed that in connection with this job the P. L. Holloway Painting Company carries P. L. and P. D. insurance. I do not know the name of the company that wrote the policy, but it was issued by its agents, McAllister & Company, Central Building, Seattle, Washington. I would suggest that you communicate with McAllister & Company directly to secure satisfaction of the claims mentioned in your letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

NOTED ON CARD
8-15-52

JOHN A. BOOCK
ATTORNEY AT LAW
U. S. NATIONAL BANK BUILDING
ALBANY, OREGON

PHONE 183

August 14,1952

Oregon State Highway Commission
Salem, Oregon

Attention: H.B.Glaisyer, Sec:

Re: Paint damage claims
Albany-Corvallis bridge

This is to advise you that we are representing eleven clients who have suffered paint damage to their cars from the painting of the above bridge.

Inasmuch as it has been held that the State can be held respon - sible for the negligent acts of its contractors, we have and do hereby make demand on you for the payment of the following claims, to-wit:

William O'Hearn	$25.00
William R.Savage	25.00
J.C.Farrell	25.00
Leonard Mix	25.00
R.E.Jacobson	25.00
Kenneth Cosler	25.00
Duane Morlan	25.00
Henry Nelson	25.00
Kenneth Cross	25.00
Dale Clark	30.00
Delbert Farlee	25.00

ANSWERED
H B GLAISYER

You are hereby advised that unless payment of said claims are received within ten days from the date of the receipt of this notice, that we shall be obliged to take legal action to enforce these claims.

Yours truly,

John A Boock

John A. Boock

JAB/cs

RECEIVED
STATE [illegible] COMMISSION

RECEIVED
AUG 20 1952
FOR FILING

Mrs Ferris

August 15, 1952

Mr. Wendell E. Gronso
Attorney
P. O. Box 353
Lebanon, Oregon

Dear Mr. Gronso:

Reply is made to your letter of August 14, 1952 in which you ask the State Highway Commission to remit $30.00 to your client, Mr. Delbert L. Follett, for damage done to his automobile as a result of its being sprayed with paint while crossing the Willamette River Bridge at Albany on July 8, 1952.

The painting operation to which you refer was being done by the P. L. Holloway Painting Company, whose address is Route 2, Box 367-A, Tacoma, Washington, under State Highway Contract No. 3643. Under the terms of the contract any damage occasioned to the general public by reason of the contractor's operations is the sole responsibility of the contractor. In view thereof, it is suggested that you file the claim with the P. L. Holloway Painting Company, which I am informed carries P.L. and P.D. insurance written by McAllister & Company, Central Building, Seattle, Washington.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

PHONE 2922

WENDELL E. GRONSO
ATTORNEY
P. O. BOX 353
LEBANON, OREGON

August 13, 1952

Oregon State Highway Commission
Salem, Oregon

Re: Delbert L. Follett -vs-
Oregon State Highway Commission.

Dear Sirs:

The above named person has requested that this office collect for him, the $30.00 damage done to his automobile as a result of paint being sprayed on it as he crossed the bridge at Albany on the 8th day of July, 1952.

The paint was being sprayed by your crews. Will you please remit said $30.00 to this office at the above address or if you are covered by liability insurance, have them contact me immediately.

Very truly yours,

Wendell Gronso

WG:mb

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OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. GLAISYER

8-13-52

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AUG 28 1952
FOR FILING

BY SECRETARY

[illegible]

Salem, Oregon
August 11, 1952

Contract No. 3643
P. L. Holloway

Memorandum to C. H. Maison

To confirm our telephone conversation of this morning, please withhold final payment to P. L. Holloway Painting Company, Contract No. 3643, until further advised by this office.

There are a number of claims filed against the contractor on this job for damages to automobiles due to paint from spray guns.

Secretary

FAQ:md

NOTED ON CARD
11-52

RECEIVED
AUG 20 1952
FOR FILING

August 8, 1952

United Pacific Insurance Company
Medical Arts Building
Tacoma 1, Washington

Attention: Mr. J. W. Showman
Salvage-Subrogation

Gentlemen:

In your letter of August 4, 1952 directed to the Department of Highways, Salem, Oregon, you call attention to the claim of your insured, Mr. John W. Moore, for damage that occurred to his buick automobile by reason of the spraying of paint thereon while he was driving it across the Willamette River Bridge at Albany, Oregon; you also inquire as to the name of the contractor that was responsible.

The painting work on the Albany bridge to which you refer was being done by the P. L. Holloway Painting Company, Tacoma, Washington, under contract with the State Highway Commission, being State Highway Contract No. 3643. The Holloway Company's address is Route 2, Box 367-A, Tacoma, Washington.

It is my understanding that the operations of this company are covered by P. L and P. D. insurance. I do not know the name of the company that wrote the policy, but it issued from the offices of McAllister and Company, Central Building, Seattle, Washington.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

UNITED PACIFIC
UNITED PACIFIC
Insurance Company

MEDICAL ARTS BUILDING
TACOMA 1, WASHINGTON

August 4, 1952

Department of Highways
State of Oregon
Salem, Oregon

RE: 62-60901 - John W. Moore -
1950 Buick Sedanette - Paint Damage $25.00

Gentlemen:

Please be advised that our insured, John W. Moore, sustained spray paint damage to his Buick automobile, while crossing the Willamette River Bridge at the entrance to Albany, Oregon.

As the result of this damage, we were obliged to reimburse our insured the sum of $25.00 for the removal of this spray paint.

We would appreciate if your office would advise us the name of the contractor responsible.

Yours very truly,

J W Showman

J. W. Showman
Salvage-Subrogation

JWS:mv
Encl.

RECEIVED
AUG 5 1952
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. GLAISYER

AUTOMOBILE FIDELITY & SURETY··· BURGLARY & THEFT
LIABILITY & PROPERTY DAMAGE··· PLATE GLASS···GROUP DISABILITY

RECEIVED
AUG 20 1952
FOR FILING

3643

August 8, 1952

Galey and Galey
Attorneys at Law
Groves Building
Sweet Home, Oregon

Attention: Mr. John D. Galey

Gentlemen:

In your letters of July 29, 1952 and July 31, 1952 directed to the State Highway Commission, you call to the attention of the Commission damage that occurred to automobiles of some of your assureds by reason of the painting operations of the State's contractor on the Willamette Bridge at Albany.

The contract to which you refer is State Highway Contract No. 3643 which was awarded by the Commission to the P. L. Holloway Painting Company, Tacoma, Washington. It is my understanding that the work has not yet been completed.

The Holloway Painting Company furnished the State of Oregon in connection with this job a surety bond guaranteeing satisfactory completion of the project and payment of the claims arising out of the work. This bond was written by the United States Fidelity and Guarantee Company for whom Mr. Karl H. Doerre is the local agent, with offices in Room 1112 Cascade Building, Portland 4, Oregon.

There is a question whether or not the bond could be held responsible and liable for the claims of your assureds, but I am told that the company's operations are protected by P.L. and P.D. insurance which could be held responsible. I do not know the name of the company that furnished the policy, but it was written by McAllister and Company whose headquarters are in the Central Building, Seattle, Washington. I would suggest that you file your claims with that agent.

The address of the P. L. Holloway Painting Company is Route 2, Box 367-A, Tacoma, Washington.

Respectfully yours,

NOTED ON CARD

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc 8-8-52

GALEY AND GALEY
ATTORNEYS AT LAW
GROVES BUILDING
SWEET HOME, OREGON
PHONE 1151

JOHN D. GALEY
CECELIA P. GALEY

July 29, 1952

State Highway Commision
Salem, Oregon

Gentlemen:

We represent General Insurance Company of America, which has paid to several of its assureds the cost of repainting damage resulting from paint spray from the painting of the bridge across the Willamette River at Albany. Our information is that this painting is being done by the State Highway Commission, and on behalf of our client, the claim is made that the **falling** of spray from this paint job onto the automobiles involved was due to negligence, and would be probably payable by the Highway Commission under the authority of O.C.L.A. Section 100-15 (15).

At the present time we have two such claims, which we submit herewith. We are told that there will beother similar claims to be submitted inlike manner, which we will also submit as promptly as they are received here. We do not know the number of the additional claims yet to be received.

The claims now before us which are hereby submitted for audit and payment are as follows:

(1) Merle Warner, Albany, Oregon, 1941 Pontiac, paint spray cleaned off, and car polished by Albany Automobile Co. July 21, 1952. $25.00. This car was parked near the Albany Auto Company.

(2) Richard Kelley, 1952 Ford Victoria, paint spray cleaned off car and car waxed, by Nissen Motor Company, Albany July 21, 1952, $22.50.

7- [illegible]

ANSWERED
H. B. GLAISYER

These claims are submitted for your favorable consideration. We believe we have included in this letter all information now available to us from our files. However, if additional information is required, we will be glad to attempt to secure it for your upon your request.

Very truly yours

GALEY AND GALEY

BY: John D Galey

JDG:bw
EC: General Insurance Company

RECEIVED
[illegible]
OREGON
STATE HIGHWAY COMMISSION

GALEY AND GALEY
ATTORNEYS AT LAW
GROVES BUILDING
SWEET HOME, OREGON
PHONE 1151

JOHN D. GALEY
CECELIA P. GALEY

July 31, 1952

State Highway Commission
Salem, Oregon

Gentlemen:

By a letter dated July 29th addressed to you, we submitted on behalf of General Insurance Company of America claims for automobile damages paid by it because of paint spray damage to the automobiles of Merle Warner, and Richard Kelley, which occurred as a result of the painting of the highway bridge across the Willamette River at Albany. We submit herewith three additional claims of the same kind as follows:

(1) John Newton, Albany, Oregon, 1941 Oldsmobile sedan-coupe, cleaning paint from car and re-waxing by Irvin Motors, Inc., Albany, Oregon, July 23, 1952, $22.00.

(2) W. G. Jones, Albany, Oregon, 1950 Pontiac, removal of paint and spray, and glaze by Wagner and Williams Shell Service, Albany, Oregon, $22.50.

(3) Otto F. Tharp, Albany, Oregon, 1947 Buick sedanette, clean spray paint off car and polish by Albany Auto Company, July 22nd, 1952, $25.00.

We ask that these claims be considered on the same basis as those submitted with our letter of July 29th..

Very truly yours,

GALEY and GALEY

BY: John D Galey

JDG:mf

RECEIVED

ANSWERED
H B GLAISYER

7-31-52

RECEIVED
AUG 20 1952
FOR FILING

August 8, 1952

Mr. Russell E. Molldrem
Claims Department
Hardware Mutuals
Equitable Building
421 S. W. Sixth Avenue
Portland 4, Oregon

Dear Mr. Molldrem:

Reference is made to your letter of August 7, 1952 directed to Mr. H. G. Smith, Construction Engineer, State Highway Department, Salem, Oregon, concerning the claim of your insured, Mr. Elmer Jack, against the Holloway Painting Company for damage that resulted to his automobile by reason of the spraying of paint thereon in connection with the Holloway Company's contract with the State Highway Commission for painting the Willamette River Bridge in Albany.

The painting contract to which you refer is State Highway Contract No. 3643 which was awarded to the P. L. Holloway Company on February 19, 1952. This company's address is Route 2, Box 357-A, Tacoma, Washington, rather than Seattle, Washington, as mentioned in your letter. In connection with the contract, the company furnished a surety bond to guarantee satisfactory completion of the project and payment of claims arising out of the work. This bond was written by the United States Fidelity and Guarantee Company for whom Mr. Karl H. Doerre is a local agent, with offices at 1112 Cascade Building, Portland 4, Oregon.

Whether or not this bond can be held responsible and liable for satisfaction of the claim of your insured is something I am not able to state; however, I am informed that the company's operations are protected by P. L. and P. D. insurance. We do not know the name of the company that issued the policy, but I have been informed that the policy originated in the offices of McAllister and Company, Central Building, Seattle, Washington. I would suggest that you file this claim with that company.

If you desire to file a claim against the bond, then I would suggest that you follow the directions contained in the Oregon Statutes covering such matters, a mimeographed copy of which I enclose for your information. You will note that such claim must be filed with the Secretary of State.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

REFERRED T
Query
BY SECRETARY

Think these should
be noted on the card–

Prepare note to
Mason to hold up
final payment.
until claims are
satisfied & he is
advised by this office

Hardware Mutuals

Stevens Point, Wisconsin • Offices Coast to Coast

HARDWARE MUTUAL CASUALTY COMPANY • HARDWARE DEALERS MUTUAL FIRE INSURANCE COMPANY

EQUITABLE BUILDING • 421 S. W. SIXTH AVENUE • PORTLAND 4, OREGON • PHONE ATWATER 6434

August 7, 1952

Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Our File Number: 2-17A20092
Insured: Elmer Jack

The Holloway Painting Company, Seattle, Washington has had a contract with the state to paint the Hy Bridge at Albany, Oregon. We believe that this job has been completed, and the contractor has removed himself to Seattle, Washington.

On July 8, 1952 our above insured whose car was parked at the service station at the end of the Hy Bridge, sustained damage by spray paint to the finish of his car. We are issuing payment to our insured in the amount of $25.00 according to the repair bill from Bill Carpenter's Union Service Station, Albany, Oregon for the removal of the paint spray from his car. We would like to make claim against the Holloway Painting Company, and have accordingly written them at their Seattle address.

We understand that contractors deposit a bond with the State Highway Department as a guarantee of completion of the job, and as a guarantee of satisfaction to third parties who sustain damage through the contractors operations. We would like to present a claim under that bond in the event that the construction company does not satisfactorily handle their obligation for the loss in question. We would appreciate your sending us the information needed as to how to present such a claim, and the forms necessary, if such forms are needed.

Yours very truly

Russell Molld

Russell E. Molldrem 3

Claims Dept.

RECEIVED
AUG 8 1952
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. GLAISYER

8-7-52, gk

Insurance for your AUTOMOBILE ... HOME ... BUSINESS

200th Anniversary of Mutual Insurance 1752 1952 An American Institution

RECEIVED
AUG 20 1952
FOR FILING

August 8, 1952

Mr. S. F. Walters
Route 3, Box 1262
Albany, Oregon

Dear Mr. Walters:

This will acknowledge receipt of a carbon copy of your letter of August 5, 1952 directed to the P. L. Holloway Painting Company, Tacoma, Washington, contractor for the painting of the Willamette River Bridge on the Albany-Corvallis Highway at Albany.

The contract to which you refer is State Highway Contract No. 3643 in connection with which the Holloway Painting Company furnished the State a surety bond written by the United States Fidelity and Guarantee Company, guaranteeing satisfactory completion of the project and payment of claims arising out of the work.

Whether or not this bond can be held responsible and liable for the payment of your claim is something I cannot say; however, it is my understanding that the Holloway Painting Company's operations are also protected by P. L. and P. D. insurance. I do not know the name of the company that wrote the policy, but it was issued in the office of McAllister and Company, Central Building, Seattle, Washington. The agent for the United States Fidelity and Guarantee Company is Mr. Karl H. Doerre, 1112 Cascade Building, Portland 4, Oregon. Should you desire to file a claim against the bond, you would follow the procedure outlined in the Statutes, excerpts from which I enclose for your ready information.

Trusting that you will secure satisfaction of your claim without too much trouble, I remain

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Encl.

NOTED ON CARD

8-8-52

SAMUEL FRANKLIN WALTERS
~~[illegible]~~
~~NEWPORT, OREGON~~

ASSOCIATE MEMBER
AMERICAN SOCIETY OF CIVIL ENGINEERS

OREGON REGISTRATION
CERTIFICATE NO. 1592

Rt. 3, Box 1262,
Albany, Oregon
Aug. 5, 1952

P.L.Halloway Painting Co.,
Rt. 2, Box 367 A,
Tacoma, Wash.

Gentlemen:

Sunday, July 20, I had occasion to leave Albany on Highway 20. About 9:30 P.M. I was stopped by your flagman at the approach to the bridge over the Willamette which your workmen were painting with spray equipment, along with a number of other cars, then flagges ahead. After moving ahead, I noticed when almost under the superwtructure that a spray gun was working.

I found that my car, a new '52 Chevrolet is speckled with green paint from your operation.

This is a claim for paint removal a polishing of my car, and I assume that you or your bondsman or insurance company are prepared to designate some concern which does your work on account of these claims, since it is quite apparent that you have had numerous other claims for damage.

Please advise me.

Very Truly Yours,

S. Walters

S.F.Walters.

CC
Oregon State Highway Commission. ✓

RECEIVED
AUG [illegible] 1952
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. GLAISTER

RECEIVED
FOR FILING

3-72

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

August 7, 1952

Mr. Charles Kosnik
Route 4, Box 317
Albany, Oregon

Dear Mr. Kosnik:

An investigation of the incident which you report as having taken place on July 20, 1952, discloses that at that time the Willamette River bridge at Albany was being painted under contract by the P. L. Holloway Painting Co. at Route 2, Box 367A, Tacoma, Washington.

Under the terms of our contract any damage occasioned to the general public by reason of the contractor's operations is the sole responsibility of the contractor.

I am informed that the P. L. Holloway Painting Co. carries public liability insurance with McAllister & Co., Central Building, Seattle, Washington, and it is suggested that you communicate with this organization directly.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By

RALPH WYCKOFF

RW:jfw

cc: Mr. W. W. Stiffler
Assistant Highway Engr.
Office

NOTED
W. W. STIFFLER

RECEIVED
AUG 20 1952
FOR FILING

August 6, 1952

BY SECRETARY

Mr. H. E. Strom, Adjuster
Fireman's Fund Group
Board of Trade Building
Portland 4, Oregon

Dear Mr. Strom:

Reference is made to your letter of July 29, 1952 regarding the damage that has occurred to the automobile of your assured, Mr. Joseph L. Pyles, by reason of painting operations on a highway bridge at Albany, Oregon.

The painting operation to which you refer was being performed by the P. L. Hollaway Painting Company, Tacoma, Washington, under State Highway Contract No. 3643 in connection with which, the contractor furnished the State a surety bond written by the U. S. Fidelity and Guarantee Company for whom Mr. Karl H. Doerre is a local agent whose offices are in Room 1112 Cascade Building, Portland 4, Oregon.

It is my feeling that this bond cannot be held responsible and liable for the damage done to your assured's car; however, I am informed by our Bridge Department that the P. L. Hollaway Painting Company carried P. L. and P. D. insurance coverage on their operations. We do not know the name of the company in which the insurance was placed, but the policy, as I understand it, was written by McAllister and Company whose offices are in the Central Building, Seattle, Washington. I would refer you to that company for satisfaction of this claim.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

NOTED ON CARD

Fireman's Fund Group

FIREMAN'S FUND INSURANCE COMPANY
HOME FIRE AND MARINE INSURANCE COMPANY
FIREMAN'S FUND INDEMNITY COMPANY
WESTERN NATIONAL INSURANCE COMPANY

PORTLAND OFFICE • BOARD OF TRADE BUILDING • PORTLAND 4, OREGON
ATWATER 7407

July 29, 1952

Highway Department
Salem, Oregon

Gentlemen:

Re: A4A-560
Joseph L. Pyles - Assured
Date of Loss: 6/30/52

On June 30, 1952 our assured's vehicle was parked near a bridge near Albany, Oregon, while same was being painted by you. As a result of your painting operation paint was deposited on our assured's vehicle. The estimated repairs to his car amount to $30.00.

If you have insurance protecting you against losses of this type, will you please turn this letter over to your insurance company and advise me of the name and address of the company. If you do not have insurance, will you please advise me immediately as to what arrangements you can make for payment of this claim.

I would appreciate hearing from you at once in order that the necessity of legal action to collect this amount may be avoided.

Yours very truly,

H. E. Strom

H. E. Strom
Adjuster

HES:td

REGISTERED

"Slim" Gardiner advises that
the company has P.L. & P.D. insurance.
policy written by McCallister & Co.
Central Bldg
Salem, Ore

RECEIVED
STATE HIGHWAY COMMISSION

ANSWERED
H. B. GLAISYER

7-29-52

RECEIVED
AUG 19 1952
FOR FILING

August 5, 1952

United States Fidelity and Guaranty Co.
201 Portland Trust Building
Portland, Oregon

Attention: W. Talbot Sinclair, Manager

Gentlemen:

State Highway Contract No. 3643 for painting the Willamette River Bridge at Albany on the Albany-Corvallis Highway in Benton County was completed by the contractor, P. L. Holloway Painting Company, on July 22, 1952, but has not as yet been accepted by the Commission.

Final payment in the amount of $3,293.13 will be released to the contractor after acceptance by the Commission. The total contract amount is $11,975.00 and no force account work was performed on the project.

There has been a claim filed against this project by Farmers Insurance Group in behalf of Otis Rathbun of which you have been previously notified.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - Mr. Karl H. Doerre
1112 Cascade Building
Portland 4, Oregon

NOTED ON CARD

RECEIVED
FOR FILING

Mrs Lewis

July 29, 1952

United States Fidelity and Guaranty Company
201 Portland Trust Building
Portland, Oregon

Attention W. Talbot Sinclair, Manager

Gentlemen:

This note is simply to inform you that, as surety on the bond furnished by the P. L. Holloway Painting Company, Tacoma, Washington, in connection with its contract with the State Highway Commission for painting the Willamette River Bridge at Albany, State Highway Contract No. 3643, the Commission has received a communication from the Farmers Insurance Group, Eugene, Oregon, advising that it has claims against monies due the Holloway Company because of damage which has occurred to the automobiles of its policy holders by reason of spraying of paint on the cars of such policy holders while in the vicinity of or while crossing the bridge that was being sprayed.

The Farmers Insurance Group indicate that it has a number of claims of this nature for which it is going to seek reimbursement.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ehr

cc P. L. Holloway Painting Company
Route 2, Box 367A
Tacoma, Washingtom

NOTED ON CARD
7-2[illegible]-52

RECEIVED

FOR FILING

mrs Lewis

July 29, 1952

Farmers Insurance Group
960 Willamette Street
Eugene, Oregon

Attention Mr. Gordon M. Payne

Gentlemen:

Reply is made to your letter of July 24, 1952 advising that you intend to make claim against monies due P. L. Holloway Painting Company, Tacoma, Washington, because of damage which has occurred to the cars of some of your clients as a result of paint alighting upon these behicles while in the vicinity of or crossing the Willamette River Bridge at Albany, Oregon, which was being spray painted by the Holloway Company.

The State Highway Commission on February 19, 1952 awarded a contract to the P. L. Holloway Painting Company to paint this bridge. This is State Highway Contract No. 3643 and in connection with it the contractor furnished the State a performance bond to guarantee future completion of the project and payment of claims arising out of the work. Whether or not the bond is obligated to satisfy a damage claim such as you mention is something that I am not in position to state, neither am I in position to state whether the contractor has provided public liability and property damage insurance to protect him from a claim such as you have in mind, but it is reasonable to assume that he has protected himself to such an extent.

This painting job is not yet complete and of course the Highway Commission has not made final settlement for the work, and I doubt that the Commission will authorize final payment until these damage claims have been satisfied. In the meantime, I would suggest that you file your claim with the surety on the bond furnished by the Company in connection with this job. The bond was written by the United States Fidelity and Guaranty Company through Mr. Karl H. Doerre, 1112 Cascade Building, Portland 4.

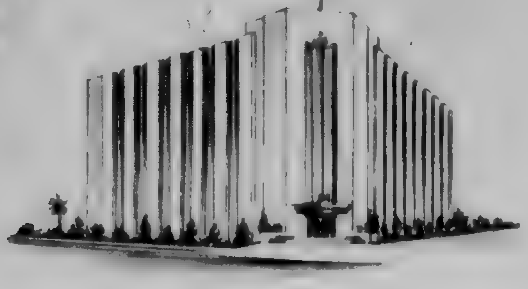
As further protection, I would also suggest that you file your claims with the Secretary of State in conformity with the provisions of Oregon statutes covering such matters, a copy of which I enclose.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ehr

NOTED ON CARD
7-29-52,g(



HOME OFFICE LOS ANGELES CALIFORNIA

FARMERS INSURANCE GROUP
FARMERS INSURANCE EXCHANGE
TRUCK INSURANCE EXCHANGE
FIRE INSURANCE EXCHANGE

FARMERS INSURANCE GROUP
BRANCH CLAIMS OFFICE
960 WILLAMETTE - EUGENE, OREGON

July 24, 1952

Mr. H. E. Glaisyer
Secretary to State Highway Commission
Highway Commission Office Bldg.
Salem, Oregon

Dear Mr. Glaisyer:

It is our understanding that the State Highway Commission let a contract for the painting of the bridge across the Willamette River at Albany, Oregon, to the T. L. Halloway Painting Company of Tacoma, Washington. We understand further that this company has not been paid.

It is our wish to make claim against the moneys due T. A. Halloway on the basis of reimbursements made to our policy holders for damages caused by sprayed paint alighting upon their vehicles while in the vicinity of, or crossing this bridge. We shall have several claims of this nature, but in order to provide you with a specific instance, please consider the claim we made in behalf of Otis Rathbun, 737 West 10th St. Albany, Oregon, whose automobile was damaged on the second of July, 1952 in the afternoon.

Trusting in your consideration, we await an early reply.

Very truly yours,

Gordon M. Payne
GORDON M. PAYNE
PD-Subrogation Dept.

GMP/bc

ANSWERED
H B GLAISYER

7-24-52

AUTOMOBILE – TRUCK – FIRE – PUBLIC LIABILITY – CARGO
WORKMEN'S COMPENSATION – PERSONAL ACCIDENT – GEN. LIABILITY

RECEIVED
JUL 30 1952
FOR FILING

3642

Salem, Oregon
July 28, 1952

Mr. G. S. Paxson

Several complaints with claims to reimburse the cost of the damage to automobiles from our painting contractor's operation on the Albany Bridge crossing the Willamette River have been acknowledged and the claims referred to the P. L. Holloway Painting Company, Route 2, Box 367A, Tacoma, Washington.

Mr. Long, Attorney at Law in Albany, called by telephone today stating that he is holding several complaints filed for the same type of damage.

Mr. Gardner advises me that the contractor carries insurance for damage of this nature. If the above insurance is a requirement of the general contract, the insurance carrier should not be released from his liability until all claims are adjusted. If the insurance is not a requirement of the contract, I would suggest that the surety company be held responsible until all claims are adjusted.

W. W. Stiffler

WWS:er

cc Mr. W. C. Williams
Mr. E. A. Collier

RECEIVED
FOR FILING
FORM K-30X 19M 1-52 59419

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 28, 1952

SUBJECT:

To: Mr. G. S. Paxson

NOTED
[illegible]

Several complaints with claims to reimburse the cost of the damage to automobiles from our painting contractor's operation on the Albany Bridge crossing the Willamette River have been acknowledged and the claims referred to the P. L. Holloway Painting Company, Route 2, Box 367A, Tacoma, Washington.

Mr. Long, Attorney at Law in Albany, called by telephone today stating that he is holding several complaints filed for the same type of damage.

Mr. Gardner advises me that the contractor carries insurance for damage of this nature. If the above insurance is a requirement of the general contract, the insurance carrier should not be released from his liability until all claims are adjusted. If the insurance is not a requirement of the contract, I would suggest that the surety company be held responsible until all claims are adjusted.

W W Stiffler

W. W. Stiffler

WWS:er

cc Mr. W. C. Williams ✓
Mr. E. A. Collier

CEIVED
FOR FILING

July 25, 1952

Mr. John H. Folkestad
Route 4, Box 265-K
Albany, Oregon

Dear Sir:

In reply to your letter of July 24, you should direct a claim specifying the amount of damage and cost to repair same, which resulted when you crossed the Albany bridge while it was being painted by our contractor, the P. L. Holloway Painting Company, Route 2, Box 367A, Tacoma, Washington. The P. L. Holloway Painting Company carries insurance for such property damage.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

WWS:lg

cc Mr. G. S. Paxson

Albany Oregon
Rt 7 Box 265-K
July 24 1952

State Dept. of Highways
Salem Oregon.

Dear Sirs:

In the event of crossing the bridge they have twenty [illegible] [illegible] has also [illegible] [illegible] I would like to know [illegible] [illegible] and [illegible]

Very truly yours

[illegible]

NOTED
W. W. STIFFLER

[illegible]

Wm Williams
BY SECRETARY

RECEIVED
FOR FILING

FARMERS INSURANCE GROUP
Branch Claims Office
960 Willamette--Eugene, Oregon

July 24, 195

Mr. H. B. Glaisyer
Secretary to the State Highway Commission
Highway Commission Office Bldg.
Salem, Oregon

Dear Mr. Glaisyer:

It is out understanding that the State Highway Commission let a contract for the painting of the bridge across the Willamette River at Albany, Oregon, to the T. L. Halloway Painting Company of Tacoma, Washington. We understand further that this company has not beenpaid.

It is our wish to make claim against the moneys due T. A. Halloway on the basis of reimbursements made to out policy holders for damages caused by sprayed paint alighting upon their vehicles while in the vicinity of, or crossing this bridge. We shall have several claims of this nature, but in order to provide you with a specific instance, please consider the claim we made in behalf of Otis Rathbun, 737 West 10th St. Albany, Oregon, whose automobile was damaged on the second of July, 195 in the afternoon.

Trusting in your consideration, we await an early reply.

Very truly yours,

/s/ Gordon M. Payne

GORDON M. PAYNE
PD-Subrogation Dept.

GMP:bc

COPY

NOTED
W. M. [illegible]

RECEIVED
MAR 1[illegible] 1952
FOR FILING

March 17, 1952

P. L. Halloway Painting Co.
Route 2, Box 367A
Tacoma, Washington

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3643, which was awarded to you on February 19, 1952 by the State Highway Commission, for painting the Willamette River Bridge at Albany on the Albany-Corvallis Highway in Benton County.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded [illegible]

CEIVED
MAR 1 1952
FOR FILING

[illegible]

[illegible]

March 13, 1952

St. Francis Hotel
E. S. Robe, Manager
1st & Ferry Sts.
Albany, Oregon

Dear Sir:

This will acknowledge your letter of October 12th inquiring for the correct mailing address of H. L. Holloway Painting Company, Tacoma Washington. We have checked our mailing records and have found their address to be as follows:

P. L. Holloway Painting Co. (Correct initials are P.L.)
Rt. #2 Box 367-A
Tacoma, Washington

The Albany bridge painting, that you mentioned in your letter, was awarded to the above firm on February 19, 1952.

Respectfully yours,

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer,
Secretary

CWH:amd

St. Francis Hotel

Albany, Oregon

March 12 1952

Highway Dept.
Salem Ore
attention H.B. Glaisyer

ANSWERED
H. B. GLAISYER

Dear Sir:

Some days ago I read an item saying the Bridge in Albany was to be painted.

I wrote a letter to the H.L. Holloway Painting Co
Tacoma. Wash.

This was returned marked "No such company in Tacoma"

Can you give me the correct address of this company so I can write them.

Thanking you, I am

St Francis Hotel
E L Robe. Mgr.

J. L. Holloway Painting Co.
Rt 2 Box 367A
Tacoma, Washington

RECEIVED
FOR FILING

[illegible]

February 20, 1952

P. L. Holloway Painting Company
Route 2, Box 367A
Tacoma, Washington

Gentlemen:

The State Highway Commission on February 19, 1952, awarded you Contract No. 3643 for the Albany Bridge painting project in Benton County. This award was based on your low bid of $11,975.00 submitted on that date.

I am enclosing a copy of the proposal form, which contains specifications, and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhs
encl.

cc: H. G. Smith
S. H. Probert
G. S. Paxson
W. M. Franzwa, SIAC

122-1214 North Santiam River Bridge 1952
Rail Replacement, North Santiam
Highway.
#3644

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
Sep. 19, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
# 3644	3-final	Geo. E. Berry	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
17115	R-49678	$ 4,345.00	9/19/52

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: June 30, 1952

Time Extensions: Extended to July 30, 1952 without penalty

Completion Date: July 30, 1952

Date Accepted: Sep. 22, 1952

Penalties: None of record

Claims: None of record

Remarks:

Date: 9-29-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
SEP 5 1952
FOR FILING

3644

September 5, 1952

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3644 for rail replacement on the Santiam River Section of the North Santiam Highway in Linn County was completed by the contractor, Geo. E. Berry, on July 30, 1952 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $4,345.00 will be released to the contractor after acceptance by the Commission. The total contract amount is $7,900.00 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is being sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

RECEIVED
FOR FILING

July 21, 1952

Mr. Geo. E. Berry
Route 2, Box 35
Beaverton, Oregon

Dear Sir:

The State Highway Commission, at its meeting held on July 10, 1952, had under discussion your request for an extension of time of 30 days, from June 30 to and including July 30, 1952, within which to complete your contract No. 3644 covering rail replacement on Santiam River Bridge on the North Santiam Highway in Linn County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Wm. E. Chandler,
Division Engineer

M. W. Moore,
Resident Engineer

G. S. Paxson,
Bridge Engineer

NOTED ON CARD
7-21-52

RECEIVED
FOR FILING

June 17, 1952

State Highway Commission

Request for extension of time
No. 2
July 9 and 10 meeting.

Gentlemen:

Re: Santiam River Bridge Rail
Replacement, Contract 3144
Geo. E. Berry, Contractor

George E. Berry, contractor on the above project, has requested an extension in the amount of thirty days, from June 30, 1952 to and including July 30, 1952, to complete the work on the project.

This project involved the furnishing and placing of metal handrail on the structure. The handrail is now being delivered from the fabricator, and the delay has been caused by the slowness in the delivery and not by any negligence on the part of the contractor. It is recommended that the extension be granted without penalty to the contractor. This is a State project and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

GSP:gm

RECEIVED
FOR FILING

March 17, 1952

Mr. Geo. E. Berry
Route 2, Box 35
Beaverton, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3644, which was awarded to you on February 19, 1952 by the State Highway Commission, covering Santiam River rail replacement on the North Santiam Highway in Linn County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
FOR FILING

February 20, 1952

Mr. George E. Berry
Route 2, Box 35
Beaverton, Oregon

Dear Mr. Berry:

The State Highway Commission on February 19, 1952, awarded you Contract No. 3644 for the North Santiam River Bridge Rail Replacement on the North Santiam Highway in Linn County. This award was based on your low bid of $7,900.00 submitted on that date.

I am enclosing a copy of the proposal form, which contains specifications, and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhs
encl.

cc: H. G. Smith
S. H. Probert
G. S. Paxson
W. M. Franzwa, SIAC

30-5310 Hermiston Rock Production 1952
Project on 4 state hwys. in the
#3645 vicinity of Hermiston & Echo.

35-F

OREGON STATE HIGHWAY DEPARTMENT
(date)
Feb. 20, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3645	5-final	NEWPORT CONSTRUCTION Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
2774	R-60398	$ 999.19	2/19/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Oct. 31, 1952

Time Extensions: to Dec. 15, 1952 without penalty

Completion Date: Dec. 15, 1952

Date Accepted: Jan. 6, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 2-25-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

A. A. Wicklander

MAILED ON
2-26-53

RECEIVED
JAN 28 1953
FOR FILING

January 27, 1953

Seaboard Surety Company
75 Maiden Lane
New York 7, N. Y.

Gentlemen:

State Highway Contract No. 3645 covering the Hermiston Rock Production Project on four state highways in Umatilla County was completed by the contractor, Newport Construction Company, on December 15, 1952 and was formally accepted by the Highway Commission on January 6, 1953.

Final payment in the amount of $999.19 will be released to the contractor on or after February 6, 1953. The total contract amount is $33,306.30, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland, Inc.
611 Henry Bldg.
Portland 4, Oregon

Hansen & Rowland, Inc.
Puget Sound Bank Bldg.
Tacoma, Wash.

RECEIVED
JAN [illegible] 1953
FOR FILING

January 12, 1953

Seaboard Surety Company
75 Maiden Lane
New York 7, N. Y.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Newport Construction Company in connection with contract No. 3645, covering the Hermiston Rock Production Project on four state highways in Umatill County.

This payment, in the amount of $5,499.10, will be released to the contractor on or after January 22, 1953. The retained percentage is $999.19.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland, Inc.
611 Henry Bldg.
Portland, Oregon

Hansen & Rowland, Inc.
Puget Sound Bank Bldg.
Tacoma, Washington

NOTED ON CARD

Form E-1

30-8310

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report #14 FINAL

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 20, 1952

Section Hermiston Rock Production

Kind of work Rock Production

Highway Four State Highways

Section prefix 30-8310

Contractor Newport Const. Co.(Earl Hazen-Sub.)

Contract number 3645

Date of contract Feb. 19, 1952

Date of completion October 31, 1952

Date work started Sept. 15, 1952

Estimated date of completion December 15, 1952

Amount of contract $34,947.00

Per cent of time elapsed 119.4 %

Estimated cost of completed project, exclusive of engineering $ 37,564.62

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 1942.66, 67.6 %

Date project was completed December 15, 1952

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Finished hauling out rock and shaping up piles December 15. Re-measured piles at M.P. 212, computed quantities, and have final estimate about completed.

NOTED H. G. SMITH

RECEIVED
DEC 22 1952
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
K. D. LYTLE

NOTED
B. A. MARTIN

Signed R. L. Hodge

Address Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			11,335		
Estimated quantities moved or placed to date			11,335		
Average daily quantities			157		
Average daily quantities necessary to complete project on time			Time is up.		
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			7		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ....1......, Sheep-foot rollers ...., Trucks ......5......, Cat ......1......, ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy		
Monday	High Fog		
Tuesday	Foggy		
Wednesday	High Fog		
Thursday	High Fog		
Friday	Cloudy-		
Saturday	Cloudy		

STATE PRINTING

RECEIVED
NOV
FOR FILING

November 12, 1952

Newport Construction Co.
7031 N. E. Halsey St.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on October 20, 1952, had under discussion your request for an extension of time of 45 days, from October 31 to December 15, 1952, within which to complete your contract No. 3645 for rock production on the Hermiston Section of four state highways in Umatilla County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: F. F. Chiesey,
Division Engineer

W. S. Hodge,
Resident Engineer

H. G. Smith,
Construction Engineer

NOTED ON CARD

11-12-52 gl

RECEIVED
OCT 22 1952
FOR FILING

[illegible]
3645

October 15, 1952

Request for extension of time
No. 17
October 20 and 21 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Newport Construction Company for an extension of time on the Hermiston Rock Production Project, Contract No. 3645, from October 31, 1952 to December 15, 1952.

Because of the demands of the Department on this contractor to complete other projects of greater importance, he found it necessary to subcontract the crushing on this project, but this was not done until late in the summer.

Since no additional cost has been incurred by the State and since the rock to be produced will not be needed until next summer, it is recommended that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

HCS lg

RECEIVED
MAR 18 1952
FOR FILING

March 17, 1952

Newport Construction Co.
7031 N. E. Halsey St.
Portland, Oregon

Gentlemen:

We enclose herewith, for your records and files, two fully executed copies of contracts which were awarded to you by the State Highway Commission on February 19, 1952, as follows:

Contract No. 3645, covering the Hermiston Rock Production Project on four state highways in Umatilla County.

Contract No. 3646, covering the Pendleton Rock Production Project on four state highways in Umatilla County.

We are also sending executed copies of the above contracts to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encs. 2

RECEIVED
FOR FILING

February 20, 1952

Newport Construction Company
7031 N. E. Halsey Street
Portland 13, Oregon

Gentlemen:

The State Highway Commission on February 19, 1952, awarded you Contract No. 3645 for the Hermiston Rock Production Project on four state highways in the vicinity of Hermiston and Echo in Umatilla County. This award was based on your low bid of $34,947.00 submitted on that date.

I am enclosing a copy of the proposal form, which contains specifications, and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mks
encl.

cc: H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

30-8311 Pendleton Rock Production 1[illegible]2
[illegible] Projections, state hwys. in the
#3616 vicinity of Pendleton.

OREGON STATE HIGHWAY DEPARTMENT
(date)
April 21, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3646	5-final	NEWPORT CONSTRUCTION CO.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
6751	R-64604	$ 890.61	April 21, 1953

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1952

Time Extensions: Extended to Jan. 5, 1953 without penalty

Completion Date: Jan. 5, 1953

Date Accepted: Feb. 17, 1953

Penalties: None of record

Claims: None of record

Remarks:

Date: 4-22-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary
Floyd Query
acting

Warrant Mailed: A. A. Wicklander

4-23-53

RECEIVED
APR 7 1953
FOR FILING

April 7, 1953

Seaboard Surety Co.
75 Maiden Lane
New York 7, N. Y.

Gentlemen:

State Highway Contract No. 3646 covering the Pendleton Rock Production Project on four State Highways in Umatilla County was completed by the contractor, Newport Construction Company, on January 5 and was formally accepted by the Highway Commission on February 17, 1953.

Final payment in the amount of $890.61 will be released to the contractor on or after April 17, 1953. The total contract amount is $29,687.09, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

W. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

cc: Hansen & Rowland, Inc.
611 Henry Bldg.
Portland 4, Oregon

Hansen & Rowland, Inc.
Puget Sound Bank Bldg.
Tacoma, Washington

NOTED ON CARD

4-17-53

RECEIVED
FOR FILING

31-8311

3646

March 18, 1953

Newport Construction Co.
7031 N. E. Halsey St.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on February 17, 1953, had under discussion your request for an extension of time of 36 days, from November 30, 1952 to January 5, 1953, within which to complete your contract No. 3646 for the Pendleton Rock Production Project on four state highways in Umatilla County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. F. Parson,
Division Engineer

W. S. Hodge,
Resident Engineer

H. G. Smith,
Construction Engineer.

NOTED ON CARD

RECEIVED
FOR FILING

[illegible] F-11
[illegible]46

February 5, 1953

Request for extension of time
No. 6
February 17 and 18 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from the Newport Construction Company for an extension of time on Contract No. 3646, Pendleton Rock Production Project, from November 30, 1952 to January 5, 1953.

The contractor's crushing plant was engaged on two federal-aid projects which the Department requested be completed before he started crushing on this job.

The State has not incurred any additional expense, and I therefore recommend the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Enclosure

cc Mr. H. G. Smith

HGS fp

RECEIVED
FOR FILING

January 30, 1953

Seaboard Surety Co.
75 Maiden Lane
New York 7, N. Y.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Newport Construction Co. in connection with contract No. 3646, for Pendleton Rock Production Project on four state highways in Umatilla County.

This payment, in the amount of $1,481.84, will be released to the contractor on or after February 9, 1953. The retained percentage is $890.61.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

ORHGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland, Inc.
611 Henry Bldg.
Portland 4, Oregon

Hansen & Rowland, Inc.
Puget Sound Bank Bldg.
Tacoma, Washington

NOTED ON CARD
1-30-53 gl

Form E-1

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report #14 FINAL

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending January 10, 1953

Section Pendleton Rock Production

Kind of work Rock Production

Highway Four State Highways

Section prefix 30-8311

Contractor Newport Construction Co.

Contract number 3646

Date of contract February 19, 1952

Date of completion September 30, 1952

Date work started October 1, 1952

Estimated date of completion January 5, 1953

Amount of contract $ 28,787.50

Per cent of time elapsed 143.3 %

Estimated cost of completed project, exclusive of engineering $ 31,127.94

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 2195.07, 92.1 %

Date project was completed January 5, 1953

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contract was completed January 5, 1953.

NOTED
FORREST COOPER

RECEIVED
JAN 1[illegible]
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
B. A. MARTIN

Signed R. L. Hodge

Address Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			12,250		
Estimated quantities moved or placed to date			12,250		
Average daily quantities			231		
Average daily quantities necessary to complete project on time			Time is up.		
Number shifts per day			0		
Hours per shift			0		
Average force on project for week			0		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Cloudy		
Tuesday	Cloudy		
Wednesday	Cloudy-windy		
Thursday	Cloudy-windy		
Friday	Pt. fair-windy		
Saturday	Pt. Fair		

RECEIVED
FOR FILING

[illegible]

[illegible]-6

November 12, 1952

Newport Construction Co.
7031 N. E. Halsey St.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on October 20, 1952, had under discussion your request for an extension of time of 60 days, from September 30 to November 30, 1952, within which to complete your contract No. 3646 for rock production on the Pendleton Section of our state highways in Umatilla County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: E. F. Chidsey,
Division Engineer

W. S. Hodge,
Resident Engineer

H. G. Smith,
Construction Engineer

NOTED ON CARD
11-12-[illegible]

RECEIVED
OCT [illegible] 1952
FOR FILING

[illegible]

3646

October 15, 1952

Request for extension of time
No. 1
October 30 and 31 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Newport Construction Company for an extension of time on Contract No. 3646, Pendleton Rock Production Project, from September 30, 1952 to November 30, 1952.

The contractor's crushing plant was engaged on two federal-aid projects which the Department requested be completed before this crushing was done.

The State has not incurred any additional expense, and I therefore recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

HGS lr

RECEIVED
FOR FILING

May 23, 1952

Newport Construction Company
7031 N. E. Halsey
Portland 16, Oregon

Attention: Mr. N. R. Newport

Gentlemen:

We are in receipt of your letter of May 15, addressed to Mr. Hodge, offering arguments as to why crushed river gravel should be accepted in lieu of crushed rock on the Pendleton Rock Production Project.

I do not recall why crushed rock was specified for this project, but at least one of the quarries has been used many times by the State and County for the production of maintenance and surfacing material and it was my understanding that your plant at Pendleton had been dismantled some time ago.

The State Highway Department has made a careful distinction between crushed rock and crushed gravel for many years, and to my knowledge no one has ever been allowed to substitute crushed gravel when the contract called for crushed rock unless there was some special consideration involved, such as a material reduction in price, or where a quarry turned bad and crushed rock could not be obtained. This policy of the State Highway Department dates back to the early 20's, and I think the Newport Construction Company is very familiar with the criticism which resulted in the formulation of this policy. The policy was adopted not because we necessarily considered all crushed rock superior to all crushed gravel, but because we usually considered that there is a distinct price differential between the two products. In the past whenever crushed gravel has been substituted for crushed rock there has been a very definite complaint from the contractor and criticism by the tax-paying public.

This policy has been in effect for many years, and there is not and never will be any misunderstanding by the contractors as to the meaning of the terms; therefore, we can not permit the substitution of crushed gravel on this contract for the crushed rock we specified.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

HGS:AR me

cc Mr. H. G. Smith
Mr. E. F. Chidsey

RECEIVED
FOR FILING
3- C311

Copy

May 15, 1952

NOTED
W. C. WILLIAMS

Oregon State Highway Department
Walter Hodge, Resident Engineer
Pendleton, Oregon

Dear Walter:

We have your letter of May 1st, which states:

> " I have word from Mr. E. F. Chidsey, Division Engineer, and a copy of a letter from Mr. H. G. Smith in which they both state that your contract #3646 (Pendleton Rock Production) calls for crushed rock and that you would not be permitted to substitute crushed gravel for crushed rock.
>
> "So accordingly do not plan to use the river gravel but rather furnish crushed rock".

When we prepared the bid for the Pendleton Rock Production Project, the contract for which was awarded to us by the Commission on February 19th, of this year, we planned to produce the crushed aggregates, as we have on similar work in the area during the past four years, from properly scalped gravel of the Umatilla River, your letter, as quoted, would upset these plans by barring us from producing this material from our customary source and forcing us to make a new plant installation either at the State owned quarry near Mile Post 2.8 on the Pendleton - John Day Highway or a similar source of our own selection.

On the same day that we were awarded the Pendleton Rock Production Project we were also awarded the Hermiston Rock Production Project for the production and stockpiling of exactly the same sizes of mineral aggregates. However, the special provision on this project state: "The crushed materials to be furnished under this specification shall be clean crushed gravel.....". We cannot help but infer, please correct me if I am wrong, that crushed rock produced from a ledge rock quarry would not be acceptable on this contract; that crushed rock produced for the Pendleton Rock Production Project from the State owned and designated quarry at Mile Point 2.8 would not be acceptable for the Hermiston Rock Production Project even if we should elect to absorb the haul cost differential.

To show the background for our belief that crushed gravel from our customary operation at Pendleton would be, and should be, acceptable for the Pendleton Rock Production Project, we will recite the history of that operation. On

April 11, 1949, Newport Construction Company and Russell Olson, joint venturers, were awarded Contract No. 3128 for the reoiling of the Stanfield-Pendleton-Adams section of the Boardman-Stanfield, Old Oregon Trail and Oregon-Washington highways. The special provisions for this contract specified "crushed rock or gravel" and described three state controlled sources, two quarries and one gravel pit; but making the further provision that, if the materials were produced from gravel, that the gravel must have a lower percentage of wear when subjected to the Los Angeles Abrasion Test; in other words, that the crushed rock produced from gravel must be harder than the crushed rock produced from rock. To expedite the completion of this contract and also to produce for commercial outlets, we installed a plant at Riverside in Pendleton adjacent to Mile Point 0.00 of the Oregon-Washington highway, producing, in addition to the aggregate for the contract, concrete sand, concrete gravel, and stockpiles of road surfacing crushed rock, and stockpiles of oiling aggregates for future sale by the Pendleton Sand and Gravel Company, owned by the joint venture. Some of these sales were to the Highway Department on Purchase Orders: No. 1075, 3266, 4881, 14861, 6363 and 21026.

We do not have copies of all these purchase order in this office but we do have No. 21026 dated at Salem March 21, 1952; it is most interesting as it lists 250 cubic yards lf 1/4" - 10 mesh crushed rock and 400 cubic yards of 1/2" - 1/4" crushed rock, with the notation "Above must meet state specs." Apparently the material met these specifications as it was taken from our piles, used by State forces, and paid for without comment.

Some of this misunderstanding seems to arise out of the meanings of the terms "crushed rock" and "crushed gravel"; as a step towards clarification let us look at the definitions:

Webster's New International Dictionary, Sedond Edition Unabridged.

Rock	Solid mineral of any kind occuring naturally in large quantities or forming a considerable part of the earth's mass; also, a particular mass or kind of such material. Rock may be consolidated or unconsolidated, and composed of one mineral or, more commonly, of two or more, or it may be to a greater or less extent of organic origin, as coal. In geology, granite, sand, gravel, clay, and glacial ice are rocks.
Gravel	Loose or unconsolidated material consistingof rounded fragments of rock ranging in size from 2 mm to a meter or more in diameter.
Talus	Rock debris at the base of a cliff or slope, chiefly as a result of gravitational roll or slide.

Shorter Oxford English Dictionary, - Published by Oxford University Press in 1933.

Gravel	Course sand and water worn stones, often slightly intermixed with clay, much used for laying roads and paths.
Rock	One of the stratified or igeous mineral constituents

Copy

Rock Cont.	of which the earths crust is composed, including sands clays, etc.
Stone	1. The hard compact material of which stones and rocks consits; hard mineral substances other than metal. 2. A piece of rock or hard mineral substances (other than metal) of a small or moderate size.

From these, and our own experiences, we arrive at the conclusion that while all crushed rock is not crushed gravel, all crushed gravel is crushed rock. We are not proposing to substitute crushed gravel for crushed rock; on the contrary, we are proposing to produce crushed rock from the properly scalped gravel of the Umatilla River.

We are sure that the intention on both of these rock production contracts was to specify "cfushed materials", listing the most convenient and most logical State controlled source of each; the quarry for the Pendleton project, the gravel pit for the Hermiston project. We are sure that there was no intention to prohibit a quarry operation at Hermiston or a gravel operation at Pendleton. The extension of this limited application of the terms "crushed rock" and "crushed gravel", if carried to extremes by unscrupulous men, could, in areas where there are existing competing quarry and gravel operations, effectively prevent either the quarry producer or the gravel producer from supplying materials. We are sure that such is not the intent in this case; but all the possibilities are inherent in the facts.

We ask that further consideration be given this matter, in view of the facts cited in this letter. If more information is wanted, we will be happy to supply it either by letter of in conference.

Very truly yours,

NEWPORT CONSTRUCTION COMPANY

M. R. Newport
Vice-President

MRN/es

RECEIVED
FOR FILING
FORM E-30 25M 1-52 55415

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 22nd, 1952

SUBJECT:

To: Mr. E. G. Bickmore
Ass't. Division Engineer
State Highway Department
LaGrande, Oregon

Dear Sir:

In regard to the request of Marshall Newport of the Newport Construction Company to substitute crushed gravel from their Pendleton plant in lieu of the crushed rock specified on the Pendleton Rock Production Project, I wish to advise that the specifications definitely provide for crushed rock and are written totally different from where an alternate is permitted.

The Department has been very particular not to allow crushed gravel to be substituted for crushed rock, since there is usually a material difference in price and such a substitution would cause us to be justifiably criticized by the other contractors.

Please advise Mr. Newport that the substitution cannot be permitted.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

cc to: W. C. Williams ✓

RECEIVED
FOR FILING

March 17, 1952

Newport Construction Co.
7031 N. E. Halsey St.
Portland, Oregon

Gentlemen:

We enclose herewith, for your records and files, two fully executed copies of contracts which were awarded to you by the State Highway Commission on February 19, 1952, as follows:

Contract No. 3645, covering the Hermiston Rock Production Project on four state highways in Umatilla County.

Contract No. 3646, covering the Pendleton Rock Production Project on four state highways in Umatilla County.

We are also sending executed copies of the above contracts to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encs. 2

RECEIVED
FOR FILING

February 20, 1952

Newport Construction Company
7031 N. E. Halsey Street
Portland 13, Oregon

Gentlemen:

The State Highway Commission on February 19, 1952, awarded you Contract No. 3646 for the Pendleton Rock Production Project on four state highways in the vicinity of Pendleton in Umatilla County. This award was based on your low bid of $28,787.50 submitted on that date.

I am enclosing a copy of the proposal form, which contains specifications, and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhs
encl.
cc: H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

F-29(5) Suicide Cr.-Pacific Hwy. Sec., 1952
Coos Bay-Roseburg Hwy.
#3647

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
May 22, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3647	9-final	ACME CONSTRUCTION CO.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
9234	R-67124	$ 12,197.42	May 22, 1953

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1952

Time Extensions: to Oct. 9, 1952 without penalty

Completion Date: Oct. 9, 1952

Date Accepted: April 8, 1953

Penalties: None of record

Claims: None outstanding of record

Remarks:

Date: 5-26-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: MAY 26 1953
A A Wicklander

NOTED ON CAR

y 7th, 1953

FINAL COST ANALYSIS

Suicide Creek-Pacific Highway Section
Contract #3647

Regrade, Surface & Pave
Acme Construction Co., Contractor
A. L. Chapman, Pesident Engineer

Coos Bay-Roseburg Highway
Prefix 10-1047-201(41)

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
*Clearing & Grubbing	All		$	$	$ 2,774.50	$ 5,000.00
*Trench Excavation	112.53	Cu. Yd.	3.00	3.00	337.59	337.59
*Structural Excavation	876.78	" "	2.00	2.00	1,753.56	1,753.56
*General Excavation	35,734.2	" "	0.773	0.70	27,627.20	25,013.94
*Short Overhaul	79,906	Yd. Sta.	0.022	0.02	1,765.08	1,598.12
*Long Overhaul	4,469.4	C-Yd. Sta.	0.55	0.50	2,468.16	2,234.70
*Finish B/B & Slopes	11.45	Mile	159.18	150.00	1,822.60	1,717.50
*Rounding Cutbanks	8,685	Lin. Ft.	0.175	0.15	1,519.88	1,302.75
*12" Concrete Pipe	1,683	" "	1.50	1.50	2,524.50	2,524.50
*18" " "	1,353	" "	3.83	4.50	5,181.99	6,088.50
*24" " "	93	" "	4.50	4.50	418.50	418.50
*36" " "	117	" "	8.50	8.50	994.50	994.50
*12" Corr. Metal Pipe	22	" "	4.50	4.50	99.00	99.00
*36" " " "	14	" "	15.00	15.00	210.00	210.00
*Salvaging Culvert Pipe	198	" "	1.00	1.00	198.00	198.00
*Class "A" Concrete	16.423	Cu. Yd.	60.00	60.00	985.38	985.38
*Metal Reinforcement	1,765.144	Lb.	0.15	0.15	264.77	264.77
*Selected B/B Topping	41,303.5	Cu. Yd.	0.37	0.40	15,293.30	16,521.40
*Hauling " "	226,579.25	Yd. Mi.	0.125	0.14	28,367.72	31,721.10
3/4"-0 Mat'l. in Leveling Course & Shldrs.	10,086	Cu. Yd.	2.59	2.50	26,172.74	25,215.00
*Sprinkling	2,377.2	M/Gal.	2.34	2.50	5,560.72	5,943.00
Class "B" Asphaltic Concrete	34,031.74	Ton	4.99	6.00	169,869.14	204,190.44
3/4"-½" Cr. Material in Stockpile	1,893.06	Cu. Yd.	2.25	2.25	4,259.39	4,259.39

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
½"-¼" Cr. Mat'l. in SP	1,852.20	Cu. Yd.	$2.25	$2.25	$ 4,167.45	$ 4,167.45
¼"-10-Mesh Cr. Mat'l. in SP	956.01	" "	2.50	2.50	2,390.03	2,390.03
PA #1, Asphaltic Traffic Markers	1,101.5	Lin. Ft.	0.69	1.00	761.14	1,101.50
Ø*PA #2, Extra Allowance for General Excavation	35,734.2	Cu. Yd.				1,786.71
SP Screen Rejects in SP	19.7	" "	0.25	0.25	4.93	4.93
SP Haul on Screen Rejects	35.4	Yd. Mi.	0.12	0.12	4.25	4.25
*Force Account					1,892.43	2,111.84
Sub-Total					$309,688.45	$350,158.35
Glendale and Piddle, Contract #3764:						
Blade Grader	10	Hour	5.22	10.00	$ 52.20	$ 100.00
3/4"-0 in Leveling Course	420	Cu. Yd.	4.73	5.50	1,986.60	2,310.00
Sprinkling	518	M/Gal.	4.10	5.00	212.38	260.00
Class "B" Asphaltic Concrete	1,360.475	Ton	7.03	13.75	9,564.14	18,706.53
					$11,815.32	$21,376.53
County Work:						
Class "B" Asphaltic Concrete	1,030.14	Ton	4.88	6.25	$ 5,027.08	$ 6,438.36
Private Work						
Class "B" Asphaltic Concrete	245	Ton	6.29	14.00	$ 1,541.05	$ 3,430.00
Total					$328,071.90	$381,403.24

	Cost	Revenue	Profit	% Profit
Work Performed by Acme Construction Company	$228,284.94	$275,232.58	$46,947.64	17.0
*Work Performed by S. Payne	99,786.96	106,170.66	6,383.70	6.0
Total	$328,071.90	$381,403.24	$53,331.34	14.0

Ø Costs for this item included in General Excavation costs.

Detail of Cost
Acme Construction Co.

Labor:

Supervision		$ 2,025.00	
Labor		39,342.36	
Labor Insurance		3,019.75	
			$44,387.11

Materials:

Asphalt	2,073.71 ton at $22.00	$45,621.62	
Freight on Asphalt	2,073.71 " " 6.60	13,686.49	
3/4"-0 in Leveling Course	10,086 cu. yd. at $1.50	15,129.00	
Stockpile Material	4,701.27 " " " 2.25	10,816.87	
3/4"-0 Asphaltic Concrete Agg.	36,667 ton at $1.00	36,667.22	
			121,921.20

Equipment Rental & Miscellaneous:

Equipment Rental	$26,614.00	
Rented Trucks (Includes drivers but not gas, oil and grease)	14,420.89	
Gas, Oil and Grease	2,454.09	
Fuel Oil	6,700.33	
P.U.C. Fees	265.00	
Bond	2,090.23	
Small Tools & Misc.	2,455.00	
Freight & Cartage	1,125.00	
Home Office & General Overhead	5,852.97	
		61,976.52

Total $228,284.94

Detail of Cost
Stanton Payne, Subcontractor

Labor:		
Supervision	$ 4,875.50	
Labor	29,483.82	
Labor Insurance	2,508.23	
		$36,867.55
Equipment Rental & Miscellaneous:		
Equipment Rental	$22,209.00	
Rented Equipment	2,846.94	
Rented Trucks	10,885.98	
Gas, Oil and Grease	6,800.12	
Explosives	564.20	
Exploders	33.21	
Drill Steel	39.84	
Small Tools & Misc.	624.40	
Bond	593.90	
Home Office & General Overhead	2,445.00	
		47,042.59
Parsons, Subcontractor on Pipe and Concrete Items		15,876.82
Total		$99,786.96

Remarks:

This was a "Regular Federal Aid Project" calling for the widening and regrading, the construction of roadbed topping, leveling course and asphaltic concrete pavement of 11.45 miles of highway roadbed, the furnishing of 4,500 cubic yards of crushed material in stockpiles and additional and incidental work as called for by the plans.

The contract was bid and awarded January 31st, 1952, work was started March 26th, and completed October 9th, 1952.

The prime contractor bid the project for the asphaltic concrete pavement alone and subbed the remainder of the work as follows: Grading was sublet to S. W. Payne, who in turn sublet the pipe and concrete work to Parsons & Son. Crushed rock was sublet to Dick Rush, who in turn subbed the 3/4" - 0 leveling course and stockpile materials to Roseburg Sand & Gravel and the 3/4" - 0 aggregate for blacktop to Walter Parnt. In view of the many resubs on this project and the fact that costs could not be obtained from some of the resubs, the costs and profits are those sustained by the prime contractor, Acme Construction Co., and the prime subcontractor, Stanton W. Payne.

Equipment used by the contractor included a 2,000# pug black plant, one Barber-Greene paver, heavy duty blade, roller, TD-14 tractor and dozer, five 5 cubic yard trucks, two pickups, grease wagon, water wagon and miscellaneous small equipment. The equipment used by the subcontractor on excavation consisted of two Cletrac tractors, one with dozer and one with a front end loader, one heavy Allis-Chalmers tractor and dozer, ½ cubic yard shovel with dragline, two 10 cubic yard trucks, two blades, one roller, one 16 cubic yard scraper, one water wagon, one lowboy and tractor, one flatbed, two pickups, one service truck and one power saw. Hired trucks were used by the contractor and subcontractor as needed to supplement their own hauling equipment.

Work performed by the prime subcontractor, Payne, consisted of clearing, all grading items and the loading, hauling and placing of the roadbed topping.

Grading on this project was considerably altered due to changes in plans and widths of roadbed. The project was originally set up using a 38-foot roadbed section with 3-foot ditches. Final plans called for a 36-foot roadbed with no ditches, but the amounts and distribution of quantities were left the same as the original. Original quantities were 58,000 cubic yards, and final construction quantities were 35,734 cubic yards. Distribution of quantities also changed greatly, short overhaul reduced in proportion to the reduced quantities of excavation, but long overhaul increased from 2,000 "C" Yd. Sta. to 4,469 "C" Yd. Sta. This redistribution of materials forced the grading contractor to move a considerable amount of material by truck and shovel that could have been moved by dozer, scraper and blade using the distribution shown on the profile, and as a result a loss was sustained on the excavation items. The loading, hauling and placing of the pit run topping was a fair item for the subcontractor. Loading and placing costs were low and allowed a small profit, although the bid price was below average. A considerable amount of the hauling was handled by hired trucks at $0.12 per yard mile and allowed a good profit on the haul.

The other major items of the project consisted of the 3/4" - 0 leveling course and the asphaltic concrete pavement. The 3/4" - 0 leveling course was purchased from the Roseburg Sand & Gravel Co. at $1.50 per cubic yard at the plant. An average haul of 8.5 miles plus street costs more than used the difference between the bid price of $2.50 and the cost of the materials and resulted in a small loss. The mixing, hauling and placing of the asphaltic concrete pavement was handled very well by the contractor. Excellent tonnage of about 80 tons per hour held mixing costs low. Street costs were lower than usual, as the major portion of the base course was dumped on the existing roadbed and bladed to shape rather than being handled by the paving machine. This method of operations was used in order to smooth the uneven surface of the existing oil mat surface, and resulted in a considerably better riding base than if it had been placed by machine methods and also resulted in cheaper street costs for the contractor.

A combination of cheap aggregates, low heating costs, good production, low street costs and some highly profitable private work allowed the contractor an excellent profit on the asphaltic concrete item.

E. H. Clymer
Chief Cost Analyst

By . . C. E. Paulsen

RECEIVED
[illegible] 1953
FOR FILING

April 17, 1953

Acme Construction Company
Box 306
Eugene, Oregon

Gentlemen:

The Construction Division recommends that you be allowed $0.05 per cubic yard on your Contract No. 3647, Suicide Creek-Pacific Highway Section, Coos Bay-Roseburg Highway, for the change in operations necessary by the reduction in yardage from 58,000 cubic yards to 35,734 cubic yards.

Mr. Clymer has gone over this with you and Mr. Payne, and I understand this amount has been accepted by you, and, therefore, I will recommend it for payment if you will sign the attached price agreement and return it. It is also being made on the understanding that this is the final claim against the job.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

HGS: me
Encl.
cc Mr. H. G. Smith

FORM E-90 25M 9-51 82315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 7, 1953

SUBJECT:

Claim of Acme Construction Co.
on the Suicide-Pacific Highway
Section, Contract No. 3647

To:

Mr. H. G. Smith
Construction Engineer
Office

Dear Sir:

I discussed this claim with Mr. Harner, President of the Acme Construction Company, and Mr. Payne, the Subcontractor, who did the clearing, grading and topping operations.

They both contend that the grading was made more difficult by the large underrun in quantity as they bid on 58,000 cubic yards and actually moved only 35,734 cubic yards. The change in quantity changed the grading operations considerably as a large amount of material which could have been moved very economically by blade, cat and scraper was eliminated and a considerable amount of shovel and truck work was made necessary. Also, the rock excavation did not underrun in the same proportion as the common excavation as most of the rock excavation was in one cut and quantities were only slightly changed.

The subcontractor requested additional compensation because of the large underrun, which he thought materially changed the method of operation on the grading work and originally asked for about $4,500.00.

The analysis of the subcontractor's costs indicates that he lost about $8,374.00 on grading but made a fair profit on clearing and topping, which offset the loss on grading and allowed him a profit of about $1,700.00 or about 1.7 percent on the $98,390.00, amount of work which he performed.

The general excavation underran the bid quantities because the original estimate was based on a 32-foot roadbed with 3-foot wide by one-foot deep ditches. The final plans eliminated the ditches and changed the width of roadway to 36 feet, thus reducing the total width and the excavation quantities.

While the general excavation underran several other items performed by the subcontractor, overran the bid quantities which should in part compensate for the underrun on grading. The subcontractor bid on $97,737.50 amount of work and received $98,390 for work performed.

The subcontractor suffered a loss on the grading and thinks he is entitled to some additional compensation and after discussing the matter is now willing to settle for $0.05 additional compensation for the 35,734 cubic yards excavated, which would amount to about ~~$1,779.70~~ instead of the $4,500.00 originally asked.
1,786.70

The subcontractor may be entitled to some consideration as the cost of general excavation was increased due to the large underrun in quantity, which decreased the economical cat, scraper and blade excavation and increased the more costly shovel and truck excavation. A comparison of net quantities bid, with the anticipated method of performance, and the final quantities, with the actual method of performance is attached hereto.

Very truly yours,

E H Clymer
E. H. Clymer
Cost Analyst

EHC:of

Attachment

Suicide Creek - Pacific Hwy. Section
Contract #3647

A comparison of the net quantities bid, with the anticipated method of performance, and the final quantities, with the actual method of performance were about as follows:

Estimated Net Quantities as Bid:

Solid	Excavation	6,000	Cu. Yds.,	Shovel & truck	at	$1.50 -	$ 9,000.00
General	"	9,000	" " ,	" " "	"	0.65 -	5,850.00
"	"	10,500	" " ,	Cat & scraper	"	0.50 -	5,250.00
"	"	11,500	" " ,	Blade	"	0.30 -	3,450.00
"	"	15,200	" " ,	Loader & trucks	"	0.55 -	8,360.00
		52,200	Cu. Yds.				$31,910.00

Estimated Average Cost $0.611 per Cubic Yard

Final Net Quantities:

Solid	Excavation	5,500	Cu. Yds.,	Shovel & truck	at	$1.50 -	$ 8,250.00
General	"	7,500	" " ,	" " "	"	0.65 -	4,875.00
"	"	6,000	" " ,	Cat & scraper	"	0.50 -	3,000.00
"	"	5,000	" " ,	Blade	"	0.30 -	1,500.00
"	"	11,734	" " ,	Loader & trucks	"	0.55 -	6,455.00
		35,734	Cu. Yds.				$24,080.00

Estimated Average Cost $0.673 per Cubic Yard

The difference in estimated average unit cost between the net bid quantities and the final quantities would amount to about $0.06 per cubic yard.

The subcontractor's request for $0.05 additional compensation is in line with his added costs.

E. H. Clymer
Cost Analyst

No.
By ~~4065~~

ASSIGNMENT

6, 1953

scription: **Letter of March 4 by Acme Construction Company re claim by Stanton W. Payne in connection with Suicide Creek-Pacific Highway Section of Coos Bay-Roseburg Highway, Cont. #3647**

Acknowledged by _____ Referred to ___ **Smith** ✓ ________

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
xx - Return with rough draft of reply
Please prepare for ________________ signature

PLEASE [illegible]
W. C. [illegible]

Assignment executed 4-[illegible]-53 Report received ________

Remarks:

OWNER

PHONE ~~4~~4012

ACME CONSTRUCTION CO.
ASPHALT PAVING
733 OLIVE STREET
EUGENE, OREGON

51558

March 4th, 1953

Oregon State Highway Department
Salem,
Oregon

ATTN: Mr. W. C. Williams
Asst. State Highway Engineer

NOTED
W. C. WILLIAMS

Dear Sir:

Reference your letter to Mr. Harold V. Johnson Jr., of the February 10th, concerning Mr. Stanton W. Payne contract with the Acme Construction Company on the Suicide Creek-Pacific Highway Section of the Coos Bay-Roseburg Highway, contract No. 3647.

The bid quantities of the grading in this contract were 50,000 cubic yards, but taking the ditch out of the contract yardage reduced it to 35,000 cubic yards. Sub-contractor Stanton W. Payne claims that he lost money on this contract due to loss of yardage.

At your earliest convenience we desire a hearing to present evidence concerning Mr. Stanton W. Payne's claim against this contract.

Yours very truly,

ACME CONSTRUCTION COMPANY

By V O Harmer

rhh:a

FOR FILING

February 10, 1953

Johnson, Johnson & Harrang
Attorneys
65 East Broadway
Eugene, Oregon

Attention: Mr. Harold V. Johnson, Jr.

Gentlemen:

This is in answer to your letter concerning Mr. Stanton Payne on Contract No. 3647, Suicide Creek-Pacific Highway Section of the Coos Bay-Roseburg Highway.

The State Highway Department does not deal directly with subcontractors, and we have not heard from the Acme Construction Company concerning any claim which it wishes to present on this job. Therefore, I suggest that you advise Mr. Payne to discuss it with the general contractor, and if he cares to present a claim for reduction in yardage we will, of course, consider it.

You apparently have misread Section 8-10 of the Special Provisions, as we can not make payment for material not actually moved. If, however, the character of the work or the unit cost thereof is materially changed, we can make an adjustment either for or against the contractor.

In the present instance, I know of no change in the details of construction, and the decrease in yardage is probably due to our finding that the 5,000-yard allowance which we show on the plans was unnecessary and due to some difference in the shrinkage of the material, but that need not be entered into here.

The general contractor in submitting the subcontractor's claim must present evidence as to why the decrease in yardage increased the unit cost to the extent that an allowance should be made to cover the increased cost.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

HGS me
cc Mr. H. G. Smith

ASSIGNMENT

No. ~~399~~
By ~~WWS~~

y 5, 1953

cription: Letter from Harold V. Johnson, Jr., Attorney, 65 E. Broadway, Eugene, dated 2-4-1953, requesting an interpretation of the provisions of the specifications and contract agreement for highway construction in connection with Contract 3646.

Acknowledged by _ _ _ _ _ Referred to _ ~~Mr. H. C. Smith~~ _ _ _ _

PLEASE RETURN TO
C. WILLIAMS

Investigate and report with recommendation
Investigation, such action as necessary and Report
Comment or recommendation
XX Return with rough draft of reply
Please prepare for _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ signature
_ _

Assignment executed 2-6-53 Report received _ _ _ _ _ _ _ _
me

Remarks: Please discuss with Mr. Probert.

JOHNSON, JOHNSON & HARRANG
ATTORNEYS
65 EAST BROADWAY
EUGENE, OREGON

H. V. JOHNSON
HAROLD V. JOHNSON, JR.
JAMES P. HARRANG

DIAL 5-3364

February 4, 1953

[illegible] TO
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Re: Job 3647
Highway - Coos Bay - Roseburg
County - Douglas
Section - Suicide Creek - Pacific Highway

Dear Sir:

I represent Mr. Stanton Payne who was a sub-contractor under Acme Construction Company, for the above contract, and his work consisted primarily of earth moving, bulldozing and grading.

I am writing this letter to you, to obtain your interpretation of the provisions of the Specifications and Contract Agreement for State Highway Construction issue of September 15, 1940, as set forth in Section 8. Measurement and Payment. Sub-section 10 Alterations in Details of Construction.

The proposal for State Highway construction, above Contract No. 3647 provided that there would be general excavation, unclassified, in the amount of 58,000 cubic yards. This is item number 4 in said proposal in the breakdown of unit prices and bid price in the back of said proposal.

By reason of alterations in construction under said contract, the total of general excavation, unclassified amounted to 35,574 cubic yards. Seventy-five per cent of the 58,000 cubic yards bid for by Stanton Payne amounts to 43,500 yards and it is the understanding of Stanton Payne that under this contract he is entitled to receive payment for at least 75 per cent of the yardage bid upon and that he is yet entitled to receive payment for the difference between the 35,574 cubic yards that he moved and the 43,500 cubic yards which amounts to 75 per cent of the total yardage bid upon.

NOTED
W. C. WILLIAMS

It is my information that at the time alterations were made in the details of construction, that no supplemental agreement in writing was entered into by any of the parties, and that to this date, there has been no supplemental agreement entered into by the parties to said contract.

The shortage of yardage is a substantial loss to Stanton Payne. Do the specifications and contract agreement for State Highway construction contemplate compensation to Mr. Payne for this loss? I would appreciate very much your views on this matter, your interpretation of the specifications and the contract, and your statement as to the policy of the State Highway Commission under the facts that I have set forth in this letter.

Yours truly,

Harold V. Johnson Jr.

Harold V. Johnson, Jr.

HVJr:PW

RECEIVED
FEB 5 1953
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FOR FILING

April 15, 1953

Acme Construction Co.
Box 306
Eugene, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on April 8, 1953, had under discussion your request for an extension of time of 10 days, from September 30 to October 9, 1952, within which to complete your contract No. 3647 for grading and paving on the Suicide Creek-Pacific Highway Section of the Coos Bay-Roseburg Highway in Douglas County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

cc: Tom Edwards,
Division Engineer

A. L. Chapman,
Resident Engineer

H. G. Smith,
Construction Engineer

NOTED ON CARD

RECEIVED
FOR FILING

Lewis

March 31, 1953

Mr. V. K. Plummer
1445 Cedar St.
Roseburg, Oregon

Dear Mr. Plummer:

Thank you for your note, dated March 28, 1953, stating that your claim against Stanton W. Payne, subcontractor on contract 3647 has been paid.

We will advise the contractor and the surety that this office has been notified that your claim has been satisfied.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By

Floyd Query, Acting Secretary

FQ:jmc

NOTED ON CARD
3

E-122 20M REVISED 2-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

March 26, 1953

Mr. V. K. Plummer
1445 Cedar St.
Roseburg, Oregon

Dear Sir:

Our records show a claim filed by you for truck hauling against Stanton W. Payne, subcontractor on Contract No. 3647. This contract was awarded to Acme Construction Co. for grading and paving on the Suicide Creek-Pacific Highway Section of the Coos Bay-Roseburg Highway in Douglas County.

Please notify this office immediately whether or not this claim has been satisfied so we can expedite final payment to the contractor.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By Floyd Query

Floyd Query, Acting Secretary

gl

Roseburg Ore
3-28-53

State Highway Department
Salem Ore.

Dear Sirs.

yes this claim was paid some time ago.

Yours Truly

Verner Plummer

RECEIVED
FOR FILING

Lewis

March 31, 1953

Pacific Indemnity Company
40 Henry Building
Seattle, Washington

Gentlemen:

We have received a note from V. K. Plummer in which he states that his claim against Stanton W. Payne has been paid.

The claim was filed in this office on September 12, 1952 against Mr. Payne who was acting as a subcontractor to Acme Construction Company on Highway Contract No. 3647 for grading and paving the Suicide Creek-Pacific Highway section of the Coos Bay-Roseburg Highway in Douglas County.

We provide this information as your company appears as surety on the performance bond furnished with the contract mentioned above.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By

Floyd Query, Acting Secretary

FQ:jmc

cc: Durham & Bates
901 S. W. Washington
Portland 5, Oregon

Acme Construction Company
1991 E. 19th St.
Eugene, Oregon

Stanton W. Payne
2475 River Road
Eugene, Oregon

POSTED ON CARD

RECEIVED

FOR FILING

March 26, 1953

Mr. V. K. Plummer
1445 Cedar St.
Roseburg, Oregon

Dear Sir:

Our records show a claim filed by you for truck hauling against Stanton W. Payne, subcontractor on Contract No. 3647. This contract was awarded to Acme Construction Co. for grading and paving on the Suicide Creek-Pacific Highway Section of the Coos Bay-Roseburg Highway in Douglas County.

Please notify this office immediately whether or not this claim has been satisfied so we can expedite final payment to the contractor.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

NOTED ON CARD

RECEIVED
FOR FILING

March 26, 1953

Pacific Indemnity Co.
246 Henry Bldg.
Seattle. Washington

Gentlemen:

State Highway Contract No. 3647 for work performed on the Suicide Creek-Pacific Highway Section on the Coos Bay-Roseburg Highway in Douglas County was completed by the contractor, Acme Construction Co., on October 9, 1952 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $10,410.71 will be released to the contractor after acceptance by the Commission, providing outstanding claim has been satisfied and this office advised. The total contract amount is $348,371.64, of which amount $2,111.84 represents force account items.

We have on record a claim filed by W. K. Plummer against Stanton W. Payne, subcontractor, for truck hauling, of which you have been previously notified.

We are sending you this notice as you appear as the surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

cc: Durham & Bates
901 S. W. Washington St.
Portland 5, Oregon

NOTED ON CARD

RECEIVED
APR 3 1953
FOR FILING

Jenis

February 27, 1953

Feenaughty Machinery Company
112 S. E. Belmont Street
Portland 14, Oregon

Attention: D. F. Feenaughty, President

Gentlemen:

We have your letter of February 26 concerning a claim you have against Rush Construction Company and Walter Berndt who were subcontractors to Acme Construction Company on State Highway Contract No. 3647 for grading and paving on Suicide Creek-Pacific Highway Section of the Coos Bay-Roseburg Highway in Douglas County. This contract was completed October 9, 1952, but to date has not been accepted by the Commission.

Pacific Indemnity Company through Durham and Bates, 901 S. W. Washington Street, Portland 5, furnished the performance bond for this contract which assures satisfactory completion of the work and payment of all bills incurred in the job. It is suggested that you bring your claim to the attention of the surety. Also, if you feel it necessary to protect your claim for a period longer than six months following completion of the contract and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State.

If you will provide us with details of the claim, showing the amount due, etc., we will be pleased to notify the surety regarding the claim. In the meantime your claim as we have it will be noted in our records for further reference.

For your convenience in fileing with the Secretary of State, we have attached an excerpt from the Oregon Laws outlining the required procedure.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

NOTED ON CARD

2-27-53

FAQ:md
Attach.

TLE
OKANE
BOISE

Feenaughty Machinery Company

ROAD BUILDING MACHINERY
CONTRACTORS EQUIPMENT AND SUPPLIES
SAWMILL MACHINERY

112 S. E. BELMONT STREET
PORTLAND 14, OREGON

February 26, 1953

[illegible] [illegible] 3/47

State of Oregon
State Highway Department
Salem, Oregon

Gentlemen:

The Acme Construction Co. of Eugene had a State Highway job near Roseburg on Highway 42. On this job we understand that Rush Construction Co. subbed some of the work and Rush Construction Co. used a Koehring shovel that we were renting to Walter Berndt. The rent has not been paid so we would like to know if the time has expired wherein we can lien for the rent and if the time is still open, the full details of the job so that we can properly file. We should also know the name of the bonding company and if you have some forms we would appreciate your sending them to us.

Yours truly,

FEENAUGHTY MACHINERY CO.

DJ Feenaughty
President

DJF fg

RECEIVED
[illegible]
OREGON
STATE HIGHWAY COMMISSION

2-26-53

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL SALES, CONTRACTS OR AGREEMENTS SUBJECT TO STRIKES, ACCIDENTS OR CAUSES BEYOND THE COMPANY'S CONTROL.

RECEIVED
1953
FOR FILING

February 27, 1953

Request for extension of time
No. 4
April 8 and 9 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Acme Construction Company for an extension of time on Contract No. 3647, Suicide Creek-Pacific Highway Section of the Coos Bay-Roseburg Highway, from September 30, 1952 to October 9, 1952.

All work on this contract was completed by the specified date with the exception of some fencing and some improvement work at the connection to the Pacific Highway which was done by Force Account.

There was no inconvenience to the public or additional expense incurred because of the short overrun. I recommend that the extension be granted without penalty, and Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

HGS: fp

RECEIVED
FEB [illegible] 1953
FOR FILING

February [illegible], 1953

Mr. C. [illegible] Polk
District Engineer
Bureau of Public Roads
[illegible] State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 3647, Suicide Creek - Pacific Highway Section of the Coos Bay-Roseburg Highway, Ore. F-29 (5), from September 30, 1952 to October [illegible], 195[illegible], to Acme Construction Company, contractors.

All work on this contract was completed by the specified date with the exception of some fencing which was done on force account, and some work improving the connection to the Pacific Highway.

There was no inconvenience to the public, nor additional engineering expense incurred because of the overrun. I recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

EAP:sh

cc R. G. Smith

RECEIVED

FOR FILING

February 6, 1953

Pacific Indemnity Co.
240 Henry Bldg.
Seattle, Washington

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Acme Construction Co. in connection with contract No. 3647, for grading and paving on the Suicide Creek-Pacific Highway Section of the Coos Bay-Roseburg Highway in Douglas County.

This payment, in the amount of $5,602.02, will be released to the contractor on or after February 16, 1953. The retained percentage is $10,452.40.

We have on record a claim filed by V. K. Plummer against Stanton W. Payne, subcontractor on this project, for truck hauling, of which you have been previously notified.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates
901 S. W. Washington St.
Portland 5, Oregon

NOTED ON CARD

RECEIVED
FOR FILING
F-31(2)

January 12, 1953

Pacific Indemnity Company
240 Henry Building
Seattle, Washington

Gentlemen:

We have received a copy of a letter by Roseburg Sand and Gravel Company concerning their claim against Acme Construction Company on State Highway Contract No. 3647 for grading and paving Suicide Creek-Pacific Highway Section of the Coos Bay-Roseburg Highway in Douglas County. They write as follows:

"The Acme Construction Co. and Rush Construction Co. accounts which referred to you in my letter of Sept. 23, 1953, have been paid in full as per your measurements of the stockpiles and my records by sales slips on 3/4"-0".

"I would appreciate it if you would take the proper procedure to release my claim against the H. W. 99-Suicide Creek Section of State H.W. 42. . . . "

We provide this information as your Company appears as surety on the performance bond furnished with Contract No. 3647.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Durham & Bates
901 S. W. Washington Street
Portland 5, Oregon

Acme Construction Co.
Box 306
Eugene, Oregon

NOTED ON CARD
1-12-53

RECEIVED
FOR FILING

January 12, 1953

Roseburg Sand and Gravel Company
P. O. Box 1207
Roseburg, Oregon

Gentlemen:

A copy of your letter of January 2nd addressed to Mr. Tom Edwards has been referred to this office. In your letter you state that you have received payment in full of your claim against Acme Construction on State Highway Contract No. 3647 and that you wish to release the claim.

Thank you very much for giving us this information and we will forward it to the contractor and surety so that you may consider the claim as being released.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

1-19-53

FORM E-30X 25M 4-52 56906

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
January 6, 1953

SUBJECT:

To:
H. G. Smith
Construction Engineer

3647

Dear Sir:

Herewith, copy of letter from Don Metzger, Roseburg Sand and Gravel Co. requesting that his claim against the Suicide Creek-Pacific Highway Jct. Section of the Coos Bay-Roseburg Highway be released.

Very truly yours,

TOM EDWARDS
Division Engineer

By

C. T. Keasey
Office Engineer

CTK:aso
Encl.

RECEIVED
OFFICE OF
CONSTRUCTION ENGINEER

REFERRED TO
BY SECRETARY

Usual action
note on card

1-7-53

[illegible] Co.
[illegible]ice [illegible]
[illegible] x 12[illegible]7

[illegible], [illegible]

Jan. 2, [illegible]

[illegible]r. Jo[illegible] [illegible]dwards
[illegible] [illegible]ineer
[illegible] [illegible] [illegible].
[illegible], [illegible]

[illegible] [illegible]. [illegible]:

[illegible] [illegible] [illegible]struction Co. [illegible] [illegible]struction Co. accounts which were [illegible] [illegible] letter [illegible] [illegible]. [illegible], [illegible], [illegible] [illegible] [illegible] [illegible] [illegible] record [illegible] [illegible] [illegible]".

[illegible] would [illegible] [illegible] [illegible] [illegible] procedure to [illegible] [illegible] [illegible] [illegible] section of [illegible] [illegible].

[illegible] [illegible] [illegible] [illegible] further [illegible]tation [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible]struction [illegible].

[illegible] [illegible] [illegible] [illegible] in this matter.

Yours very truly,

[illegible]tzger, [illegible].
[illegible]

RECEIVED
FOR FILING

October 24, 1952

Pacific Indemnity Co.
240 Henry Bldg.
Seattle, Wash.

Gentlemen:

It is the intention of the State Highway Commission to release to Acme Construction Co. a portion of the funds heretofore retained by the Commission on contract No. 3647, covering the Suicide Creek-Pacific Highway Section of the Coos Bay-Roseburg Highway in Douglas County.

This payment, in the amount of $50,326.26, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $10,279.14. The present payment will be released to the contractor on or after November 3,1952.

There is a claim filed against this project by V. K. Plummer for truck hauling, also a claim filed by the Roseburg Sand & Gravel Co. for aggregates furnished the contractor, of which you have been previously notified.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates
901 S. W. Washington St.
Portland 5, Oregon

[illegible] ON CARD

RECEIVED
OCT [illegible]
FOR FILING

F [illegible]

October 13, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on October 9, 1952, on Contract No. 3647, Suicide Creek-Pacific Highway Section, in connection with Federal Aid Project No. F-29 (5).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DHP/sjc

cc: John Cattrall

Form E-1—10M—11-51

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

Section Suicide Creek - Pacific Highway

For Week Ending October 11, 1952

Highway Coos Bay - Roseburg

Kind of work Grading & Paving

Contractor Acme Construction Company

Section prefix 10-1047

Date of contract Feb 29, 1952, 19

Contract number 3647

Date work started March 26, 1952, 19

Date of completion September 30, 1952, 19

Amount of contract . . . . $ 346,087.50

Estimated date of completion October 10, 1952

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering . . . . $ 361,661.44

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $ 18,316.84, 5.29 %

Date project was completed October 9, 1952, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed spotting 3/4- 0 Shoulder material. The completion date on this job was Thursday of this week.

RECEIVED
OFFICE OF
CONSTRUCTION ENGINEER

Signed

Address Box 306 Grants Pass, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	11.45	11.45			11.45
Miles partially completed	None	None			None
Miles completed	11.45	11.45			11.45
Total estimated quantities	40,000	51,390			34,000
Estimated quantities moved or placed to date	40,000	51,390			34,000
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day		1			
Hours per shift		8			
Average force on project for week		5			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders 1, Rollers 1, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

State Printing 53382

RECEIVED
FOR FILING

October 1, 1952

Roseburg Sand & Gravel Company
Roseburg, Oregon

Attention: Mr. Don Metzger, President

Gentlemen:

Your letter of September 23 concerning a claim you have against Acme Construction Company for aggregates furnished to them has been referred to this office.

It appears that your claim is in connection with State Highway Contract No. 3647, awarded to Acme Construction Company for grading and paving the Suicide Creek-Pacific Highway Section of the Coos Bay-Roseburg Highway in Douglas County. This contract has not yet been completed but the original date of completion is for September 30, 1952.

If satisfactory settlement of your claim cannot be arranged by negotiations between the principal parties concerned, it is suggested that you notify the Pacific Indemnity Company through Durham and Bates, 901 S. W. Washington Street, Portland 5, as this company furnished the performance bond on this contract, which bond not only assures satisfactory completion of the contract but payment of all bills incurred in connection therewith. Also, this office would appreciate information concerning the details of your claim.

If you feel that it is necessary toprotect your claim for a period longer than six months following completion of the contract and acceptance by the Commission, we suggest that you file your claim with the Secretary of State. For your convenience in preparing such a filing we have attached an excerpt from the Oregon Laws outlining the necessary procedure. In the meantime, we will note on our records such information as we have concerning your claim and will pass the information along to the Pacific Indemnity Company.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - H. G. Smith

NOTED ON CARD
11-1-52

230X 2M 9 52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
TOM EDWARDS, DIVISION ENGINEER
ROSEBURG, OREGON

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

September 24, 1952

Acme Construction Company
1991 E. 19th Street
Eugene, Oregon

3047

Gentlemen

I am in receipt of the attached letter from Mr. Don Metzger, President of Roseburg Sand & Gravel Company, concerning settlement for rock secured on the Suicide Creek-Winston Section of the Coos Bay Roseburg Highway.

We are asking by a copy of Mr. Smith's letter that this matter be placed on file and properly taken care of prior to settlementof the contract.

Very truly yours

TEdwards
TOM EDWARDS
Division Engineer

NOTED
H. G. SMITH

TE:rw

cc H. G. Smith

Enc.

Contract 3047

RECEIVED
SEP 25 1952
OFFICE OF
CONSTRUCTION ENGINEER

September 23, 1952

Mr. Tom Edwards
Division Engineer
Oregon State Hwy. Dept.
Roseburg, Oregon

Dear Mr. Edwards

Beofre you make the final settlement on the Acme Construction contract on highway #42 I would appreciate it if you would check with us on the condition of the rock accounts.

None of the muck sand has been paid for yet and 10% has been withheld on all the other items.

The muck sand is charged to Rush Construction Co., a sub-contractor, and Acme Construction Co. is directly responsible for the balance.

Thank you for your cooperation.

Very truly yours

/s/ Don Metzger
Pres.
Roseburg Sand & Gravel Co.

[illegible] ON [illegible]

RECEIVED
OC[illegible]52
FOR FILING

October 1, 1952

Pacific Indemnity Company
240 Henry Building
Seattle, Washington

Gentlemen:

We have received a letter from the Roseburg Sand and Gravel Company advising that the Acme Construction Company and the Rush Construction Company owe them an unstated amount for rock materials furnished on what appears to be State Highway Contract No. 3647, awarded to Acme Construction Company for grading and paving the Suicide Creek-Pacific Highway Section of the Coos Bay-Roseburg Highway in Douglas County. The Rush Construction Company has apparently acted as a subcontractor in this job.

When we receive more detailed information concerning this claim we will advise you.

This information is provided inasmuch as the Pacific Indemnity Company appears as surety on the performance bond furnished with Contract No. 3647.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Durham & Bates
901 S. W. Washington St.
Portland 5, Oregon

Acme Construction Co.
Box 306
Eugene, Oregon

RECEIVED
FOR FILING

Mrs Lewis

September 12, 1952

Pacific Indemnity Company
242 Henry Building
Seattle, Washington

Gentlemen:

We have received an oral statement of claim from Mr. V.B. Plummer, 1445 Cedar Street, Roseburg, Oregon, who states that Mr. Stanton W. Payne owes him an unstated amount for hauling bar run gravel on the Coos Bay-Roseburg Highway between the Pacific Highway junction and Ten-Mile for two days in August and about 2 1/2 weeks in July. It appears that the contract to which he refers is our Contract No. 3647 awarded to Acme Construction Company for grading and paving the Suicide Creek-Pacific Highway Section of the Coos Bay-Roseburg Highway in Douglas County, and Mr. Payne was probably operating as a sub-contractor on this job.

We provide this information inasmuch as your Company furnished the performance bond with the contract mentioned above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Durham & Bates
901 S. W. Washington St.
Portland 5, Oregon

Acme Construction Co.
Box 306
Eugene, Oregon

NOTED ON CARD

RECEIVED
FOR FILING

Mrs. Ferris

September 12, 1952

Mr. V. K. Plummer
1445 Cedar Street
Roseburg, Oregon

Dear Mr. Plummer:

Following your phone call to this office a day or so ago concerning a claim against Stanton W. Payne for truck hauling furnished on Highway 42 between the junction at Ten-Mile, we checked with the Construction Department and they tell us that the information concerning the amount of gravel you have have hauled is still in possession of the Resident Engineer, Mr. A. L. Chapman, Box 306, Grants Pass. It is not certain that he will have the information you need, but the only information the State has available is in his hands.

From the description given us it is apparent that the job to which you refer is known to us as State Highway Contract No. 3647 which was awarded to Acme Construction Company for grading and paving the Suicide Creek-Pacific Highway Section of the Coos Bay-Roseburg Highway in Douglas County, and Mr. Stanton W. Payne was apparently acting as a sub-contractor for Acme.

Your claim will be noted in our records and we will advise the contractor and the surety that it has been received.

The Pacific Indemnity Company through Durham and Bates, 901 S. W. Washington Street, Portland 5, furnished the performance bond for this contract which assures satisfactory completion of the job and payment of all bills incurred in connection with it.

If you are not successful in arranging a satisfactory settlement on your claim, it is suggested that you file your claim with the Secretary of State as by so doing you will protect your rights against the bond for a period longer than six months following completion of the contract and acceptance by the Commission. The contract, by the way, has not yet been completed. For your convenience we have attached an excerpt from the Oregon Laws outlining the necessary procedure for filing with the Secretary of State.

Very truly yours

NOTED ON CARD

OREGON STATE HIGHWAY COMMISSION

FAQ:md

Secretary

V. K. Plummer
1445 Cedar St.
Roseburg, Ore.

Hauled bar run for Stanton & Payne on Hwy 42 between Jct. & Ten mile two days in Aug, for part, & about 2½ wks hauling in July.

Wants to know cu yds hauled (hauled by yd. mile)

(Acme Constn. Co.)

[illegible] Eng. A. F. Chapugne
Box 366 Grants Pass

[illegible] 1108

Stanton & Payne
ask Roy

MK -110

[illegible]

FOR FILING

Salem, Oregon
September 11, 1952

Mr. Tom Edwards
Division Engineer
Roseburg, Oregon

Dear Sir:

Order for State Force Work applying to the moving of telephone lines on the Suicide Creek-Pacific Highway Section, Contract No. 3647, is being returned for supplemental information.

Orders of this kind should state the conditions which make the moving of the lines an obligation of the State.

Very truly yours,

S. H. Probert
Office Engineer

SHP:gs

[illegible]
FOR FILING

Salem, Oregon
September 11, 1952

Mr. Tom Edwards
Division Engineer
Roseburg, Oregon

Dear Sir:

Order for State Force Work applying to the moving of telephone lines on the Suicide Creek-Pacific Highway Section, Contract No. 3647, is being returned for supplemental information.

Orders of this kind should state the conditions which make the moving of the lines an obligation of the State.

Very truly yours,

S. H. Probert
Office Engineer

SHP:gs

Form PR 2 (Revised 1946)

State Oregon

Project No. F-29(5)

Federal Aid

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 22nd day of July, 1952 by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 15th day of October, 1951, a program, which was approved on the 28th day of December, 1951, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 16th day of January, 1952; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of two hundred eight thousand and 00/100 dollars ($208,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-3

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 886+00 in the SW 1/4, Section 1, T. 29 S., R. 8 W., W.M., and survey station 1497+73 in the NE 1/4, Section 21, T. 28 S., R. 6 W., W.M., except stations 895+60 - 896+26, 998+90 - 1000+30, 1088+80 - 1089+37, 1190+77 - 1192+59, and 1451+24.5 - 1453+06.5, , length 11.450 miles, in Douglas County, being Oregon Federal Aid project No. F-29(5), consisting of 11.450 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~or a mile in length.~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Admin strater", "General Services Administration", or "Administrator of General Services appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "~~Secondary~~ Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of two hundred eight thousand and 00/100 dollars ($208,000.00), which does not exceed the authorized Federal pro rata share of three hundred sixty-nine thousand, three hundred eleven and 25/100 dollars ($369,311.25), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:
(Include reference to statute authorizing funds and probable amount annually available)
Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

Attest
SECRETARY

By
Chairman, State Highway Commission
(Title of officer)

[illegible] APPROVAL:
stant [illegible] HIGHWAY ENGINEER

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Division Engineer,
Public Roads Administration.

Oregon State Highway Department

Federal Aid Project
No. F-29 (5)

SUICIDE CREEK-PACIFIC HIGHWAY SECTION OF THE COOS BAY-ROSEBURG HIGHWAY IN DOUGLAS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 12, 1952

Type Code 6201
Roadway (Sta. 806+00 to 1497+73)

All Required		Clearing and Grubbing		$ 5,000.00
220	cu. yds.	Trench Excavation, Unclassified	$ 3.00	660.00
800	cu. yds.	Structural Excavation, Unclassified	2.00	1,600.00
58,000	cu. yds.	General Excavation, Unclassified	.70	40,600.00
125,000	yd. stas.	Short Overhaul	.02	2,500.00
2,000	C-yd. stas.	Long Overhaul	.50	1,000.00
11.45	miles	Finishing Roadbed & Slopes	150.00	1,717.50
17,000	lin. ft.	Rounding Cutbanks	.15	2,550.00
1,500	lin. ft.	12-inch Concrete Pipe	1.50	2,250.00
1,500	lin. ft.	18-inch Concrete Pipe	4.50	6,750.00
60	lin. ft.	24-inch Concrete Pipe	4.50	270.00
130	lin. ft.	36-inch Concrete Pipe	8.50	1,105.00
30	lin. ft.	12-inch Corrugated Metal Pipe	4.50	135.00
4	lin. ft.	36-inch Corrugated Metal Pipe	15.00	60.00
300	lin. ft.	Salvaging Culvert Pipe	1.00	300.00
18	cu. yds.	Class "A" Concrete	60.00	1,080.00
2,000	lbs.	Metal Reinforcement	.15	300.00
39,000	cu. yds.	Selected Roadbed Topping	.40	15,600.00
164,000	yd. mi.	Hauling Roadbed Topping	.14	22,960.00
11,000	cu. yds.	3/4" - 0 Material in Leveling Course and Shoulders	2.50	27,500.00
1,100	M-gals.	Sprinkling	2.50	2,750.00
210	tons	Furnishing and Placing RS-2 Emulsified Asphalt	45.00	9,450.00
31,000	tons	Class "B" Asphaltic Concrete	6.00	186,000.00
800	cu. yds.	Aggregate in Seal Coat	4.50	3,600.00
			Subtotal	$335,737.50
			10% Engr. & Cont.	33,573.75
			Total	$369,311.25

Length of Roadway	11.450 miles
Length of 5 Bridges	.119 mile (Exception)
Total	11.569 miles
Cost per mile, Roadway	$32,254.25

Federal Funds- $208,000.00
State Funds- 161,311.50
$369,311.50

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
State Funds for Maintenance: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Project
No. F-29 (5)

SUICIDE CREEK-PACIFIC HIGHWAY SECTION OF THE COOS BAY-ROSEBURG HIGHWAY IN DOUGLAS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, ~~April 21~~, 1952

Type Code 6201
Roadway (Sta. 886+00 to 1497+73)

All Required		Clearing and Grubbing		$ 5,000.00	
220	cu. yds.	Trench Excavation, Unclassified	$ 3.00	660.00	
800	cu. yds.	Structural Excavation, Unclassified	2.00	1,600.00	
58,000	cu. yds.	General Excavation, Unclassified	.70	40,600.00	
125,000	yd. stas.	Short Overhaul	.02	2,500.00	
2,000	C-yd. stas.	Long Overhaul	.50	1,000.00	
11.45	miles	Finishing Roadbed & Slopes	150.00	1,717.50	
17,000	lin. ft.	Rounding Cutbanks	.15	2,550.00	
1,500	lin. ft.	12-inch Concrete Pipe	1.50	2,250.00	
1,500	lin. ft.	18-inch Concrete Pipe	4.50	6,750.00	
60	lin. ft.	24-inch Concrete Pipe	4.50	270.00	
130	lin. ft.	36-inch Concrete Pipe	8.50	1,105.00	
30	lin. ft.	12-inch Corrugated Metal Pipe	4.50	135.00	
4	lin. ft.	36-inch Corrugated Metal Pipe	15.00	60.00	
300	lin. ft.	Salvaging Culvert Pipe	1.00	300.00	
18	cu. yds.	Class "A" Concrete	60.00	1,080.00	
2,000	lbs.	Metal Reinforcement	.15	300.00	
39,000	cu. yds.	Selected Roadbed Topping	.40	15,600.00	
164,000	yd. mi.	Hauling Roadbed Topping	.14	22,960.00	
11,000	cu. yds.	3/4" - 0 Material in Leveling Course and Shoulders	2.50	27,500.00	
1,100	M-gals.	Sprinkling	2.50	2,750.00	
210	tons	Furnishing and Placing RS-2 Emulsified Asphalt	45.00	9,450.00	
31,000	tons	Class "B" Asphaltic Concrete	6.00	186,000.00	
800	cu. yds.	Aggregate in Seal Coat	4.50	3,600.00	
		Subtotal		~~$335,087.50~~	335 737.50
		10% Engr. & Cont.		~~33,508.75~~	33 573.75
		Total		~~$368,596.25~~	369 311.25

Length of Roadway	11.450 miles
Length of 5 Bridges	.119 mile (Exception)
Total	11.569 miles
Cost per mile, Roadway	~~$32,191.81~~ 32 254.26

Federal Funds- -	$208,000.00	
State Funds- -	~~160,596.25~~	161,311.50
	~~$368,596.25~~	369311.50

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
State Funds for Maintenance: Chap. 529, laws 1939.

Oregon State Highway Department Federal Aid Project No. F-2[illegible] (5)

SUICIDE CREEK-PACIFIC HIGHWAY SECTION

OF THE COOS BAY-ROSEBURG HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 11, 1952

Roadway (Sta. 886+00 to 1497+73)
Type Code 6201

All Required		Clearing and Grubbing		$ 12,000.00
220	cu. yds.	Trench Excavation, Unclassified	$ 3.00	660.00
800	cu. yds.	Structural Excavation, Unclassified	3.00	2,400.00
58,000	cu. yds.	General Excavation, Unclassified	0.40	23,200.00
125,000	yd. stas.	Short Overhaul	0.02	2,500.00
2,000	C-yd. stas.	Long Overhaul	0.50	1,000.00
11.45	miles	Finishing Roadbed and Slopes	500.00	5,725.00
17,000	lin. ft.	Rounding Cutbanks	0.20	3,400.00
1,500	lin. ft.	12-inch Concrete Pipe	2.25	3,375.00
1,500	lin. ft.	18-inch Concrete Pipe	3.50	5,250.00
60	lin. ft.	24-inch Concrete Pipe	5.00	300.00
130	lin. ft.	36-inch Concrete Pipe	10.00	1,300.00
30	lin. ft.	12-inch Corrugated Metal Pipe	3.50	105.00
4	lin. ft.	36-inch Corrugated Metal Pipe	15.00	60.00
300	lin. ft.	Salvaging Culvert Pipe	2.00	600.00
18	cu. yds.	Class "A" Concrete	75.00	1,350.00
2,000	lbs.	Metal Reinforcement	0.15	300.00
39,000	cu. yds.	Selected Roadbed Topping	0.55	21,450.00
164,000	yd. mi.	Hauling Roadbed Topping	0.15	24,600.00
11,000	cu. yds.	3/4" - 0 Material in Leveling Course and Shoulders	3.00	33,000.00
1,100	M-gals.	Sprinkling	2.50	2,750.00
210	tons	Furnishing and Placing RS-2 Emulsified Asphalt	45.00	9,450.00
31,000	tons	Class "B" Asphaltic Concrete	6.00	186,000.00
800	cu. yds.	Aggregate in Seal Coat	4.50	3,600.00
			Subtotal	$344,375.00
			10% Engr. & Cont.	34,437.50
			Total	$378,812.50

Length of Roadway	11.450 miles
Length of 5 Bridges	.119 mile (exception)
Total Length	11.569 miles
Cost per mile, Roadway	$33,084.06

Federal Funds- -	$208,000.00
State Funds- -	170,812.50
	$378,812.50

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FOR FILING

FORM E-3 (15M 1-52 58419

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 15, 1952

SUBJECT:

To: Mr. Tom Edwards
Division Engineer
State Highway Dept.
Roseburg, Oregon

Dear Sir:

The subcontract between Acme Construction Company and Dick Rush, covering the crushing and stockpiling of Item 20, crushing and stockpiling for the aggregate for Item 23, and the crushing and stockpiling of Items 24, 25, 26 and 27 on the Suicide Creek - Pacific Highway Section of the Coos Bay-Roseburg Highway, Ore. F-29 (5), is approved, and you may so inform the interested parties.

Four copies of the subcontract are being returned herewith for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

Encls.

cc W. C. Williams
C. G. Polk (2)

RECEIVED

FORM E-[illegible] 25M 11-50 [illegible]702

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 18, 1952

SUBJECT:

To:

Mr. Tom Edwards
Division Engineer
State Highway Dept.
Roseburg, Oregon

Dear Sir:

The subcontract between the Acme Construction Company and Stanton W. Payne, covering Items 1 to 19 inclusive on Contract No. 3647, Suicide Creek - Pacific Highway Section of the Coos Bay-Roseburg Highway, Ore. F-29 (5), is approved, and you may so advise the interested parties.

Four copies of the subcontract are being returned for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

Encls.

cc W. C. Williams
C. G. Polk (2)

RECEIVED
APR 1 1952
FOR FILING

March 31, 1952

Acme Construction Co.
Box 306
Eugene, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3647 which was awarded to you on February 29, 1952 by the State Highway Commission, for grading and paving on the Suicide Creek-Pacific Highway Section of the Coos Bay-Roseburg Highway in Douglas County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recd. 3/31

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FOR FILING

March 28, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on March 26, 1952 on Contract No. 3647, Suicide Creek-Pacific Highway Section, in connection with Federal-aid Project No. F-29 (5).

Very truly yours,

R. H. Baldock
State Highway Engineer

By W. C. WILLIA

W. W. Stiffler
Assistant State Highway Engineer

DBP:gs

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1952
FOR FILING

AGENDA
MAR 13 1952

17

February 29, 1952

Acme Construction Company
P. O. Box 306
Eugene, Oregon

Gentlemen:

The State Highway Commission on January 31, 1952, accepted your proposal for grading and paving on the Suicide Creek-Pacific Highway Section of the Coos Bay-Roseburg Highway in Douglas County, for the sum of $346,087.50 and awarded contract No. 3047 to you subject to clearance of right of way and concurrence from the Bureau of Public Roads. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

I am enclosing a copy of the proposal form, which contains specifications, and may be useful pending preparation of the contract forms.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

cc - H. G. Smith
S. H. Probert
Goldie Lewis
W. M. Franzen

5+C

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram
FULL RATE TELEGRAM ☐
SERIAL ☐
DAY LETTER ☐
NIGHT LETTER ☐

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate
FULL RATE ☐
LETTER TELEGRAM ☐
VICTORY LETTER ☐
SHIP RADIOGRAM ☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
February 29, 1952
11:05 a.m.

Acme Construction Company
P. O. Box 306
Eugene, Oregon

The State Highway Commission today received satisfaction of condition governing award to you of contract for Suicide Creek-Pacific Highway Section of Coos Bay-Roseburg Highway in Douglas County for which you submitted low bid on January 31, 1952. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary

OREGON STATE HIGHWAY COMMISSION

Confirmation
C. W. Head
Accounting (5001-900)
Files

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OREGON DISTRICT
2
3497

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

February 29, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired in connection with Oregon Project F-29(5), Suicide Creek-Pacific Highway Section of the Coos Bay-Roseburg Highway, we hereby concur as of this date in award of contract to the Acme Construction Company of Eugene, Oregon, low bidder in the amount of $346,087.50 at the January 31, 1952 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
MAR 1 1952
FOR FILING

February 29, 1952

Mr. C. C. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence is requested in the award today of contract for 11.45 miles of grading and paving on the Suicide Creek-Pacific Highway Section of the Coos Bay-Roseburg Highway, Project F-29 (5), to the Acme Construction Company of Eugene, Oregon, on the basis of the bid submitted by that company on January 31, 1952.

All rights of entry required in connection with this project have been acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

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OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

January 16, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project F-29(5), Suicide Creek-Pacific Highway Section of the Coos Bay-Roseburg Highway, have today been recommended for approval subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending receipt of advice that all rights of way or rights of entry have been obtained.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

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OREGON DISTRICT
F-29(5)

#5-47

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

January 16, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Oregon Project F-29(5)
Suicide Creek-Pacific Hwy.
Section - Letter of Intent

Dear Sir:

It has been determined that the subject project meets eligibility requirements, based on the criteria of essentiality described in Section Two of the Commissioner's memorandum of June 12, 1951, for an allotment of controlled materials and priority assistance.

Within the steel, copper and aluminum quantity limitations received from the Defense Production Administration, allotment of controlled materials will be made to the project when the contractor is ready to order his materials.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

Copy made for Mr. Paxson

RECEIVED
[illegible] DIVISION

BFI-303(4) Boones Ferry Rd.-Willamette 1952
River Unit, Barbur Blvd.-White
School Sec., W. Portland- [redacted]
#3648 Hubbard Hwy.

State: : Oregon

Project No.: BFI-303(4)

MODIFICATION OF PROJECT AGREEMENT

The project agreement heretofore entered into on the 13th day of August, 1953, between the Commissioner of Public Roads and the Oregon State Highway Commission for the construction of Oregon Project BFI-303(4), is hereby modified to change the approved estimate of cost to $820,000.00 and the Federal funds set aside to the credit of the project to $508,000.00, which does not exceed the authorized Federal pro rata share of the approved estimated cost.

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Dated this 25th day of April, 1957.

OREGON STATE HIGHWAY COMMISSION

By: ______________________
Chairman, State Highway Commission

By: ______________________
Member, State Highway Commission

By: ______________________
Member, State Highway Commission

[illegible] FOR APPROVAL:

STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS

By: ______________________
District Engineer
U.S. Bureau of Public Roads

State: : Oregon

Project No.: BFI-303(4)

MODIFICATION OF PROJECT AGREEMENT

The project agreement heretofore entered into on the 13th day of August, 1953, between the Commissioner of Public Roads and the Oregon State Highway Commission for the construction of Oregon Project BFI-303(4), is hereby modified to change the approved estimate of cost to $820,000.00 and the Federal funds set aside to the credit of the project to $508,000.00, which does not exceed the authorized Federal pro rata share of the approved estimated cost.

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Dated this 25th day of April, 1957.

[illegible] FOR APPROVAL

STATE [illegible]

OREGON STATE HIGHWAY COMMISSION

By: ______________________
Chairman, State Highway Commission

By: ______________________
Member, State Highway Commission

By: ______________________
Member, State Highway Commission

COMMISSIONER OF PUBLIC ROADS

By: ______________________
District Engineer
U.S. Bureau of Public Roads

Oregon State Highway Department

Federal Aid
Project No. BFI-303(4)

BOONES FERRY ROAD-WILLAMETTE RIVER UNIT OF THE BARBUR BOULEVARD-WHITE SCHOOL SECTION OF THE WEST PORTLAND-HUBBARD HIGHWAY IN WASHINGTON AND CLACKAMAS COUNTIES

(Revised estimate as a basis for modified project agreement. Based on Construction quantities at low bid prices and approved price agreements, etc.)

Salem, Oregon, March 15, 1957

Type Code 0011
Roadway (Sta. 204+00 to Sta. 572+42)(Contract No. 3648)

All	Required	Clearing and Grubbing		$ 50,000.00
3,877	cu. yds.	Structural Excavation, Unclassified	$ 2.50	9,692.50
1,382	cu. yds.	Trench Excavation, Unclassified	2.00	2,764.00
1,032,803	cu. yds.	General Excavation, Unclassified	0.345	356,317.04
2,144,158	yd. sta.	Short Overhaul	0.009	19,297.42
55,330	C-y.sta.	Long Overhaul	0.35	19,365.50
381,502	yd. mi.	Truck Haul, Embankment Measure	0.16	61,040.32
26,630	yd. mi.	Truck Haul	0.17	4,527.10
16,153	cu. yds.	Excavating and Placing Topsoil	0.80	12,922.40
1,185	yd. mi.	Truck Haul on Topsoil	0.25	296.25
6.90	miles	Finishing Roadbed and Slopes	700.00	4,830.00
17,425	lin.ft.	Rounding Cutbanks	0.15	2,613.75
1,772	lin.ft.	12-inch Corrugated Metal Pipe	2.75	4,873.00
680	lin.ft.	6-inch Perforated Metal Drain Pipe	1.65	1,122.00
796	lin.ft.	8-inch Perforated Metal Drain Pipe	2.00	1,592.00
6,932	lin.ft.	18-inch Concrete Pipe	3.75	25,995.00
1,115	lin.ft.	24-inch Concrete Pipe	4.25	4,738.75
276	lin.ft.	36-inch Concrete Pipe	8.00	2,208.00
1,977	lin.ft.	12-inch Sewer Pipe	2.00	3,954.00
574	lin.ft.	Salvaging Culvert Pipe	2.00	1,148.00
391	lin.ft.	3/8" - 0 Backfill in Drains	5.00	1,955.00
5	only	Concrete manholes	300.00	1,500.00
13	only	Concrete Catch Basins	125.00	1,625.00
114	cu. yds.	Class "A" Concrete in Box Culverts	59.00	6,726.00
17,156	lbs.	Metal Reinforcement	0.11	1,887.16
99	only	Concrete Sight Posts	11.00	1,089.00
3,123	lin.ft.	Metal Guard Rail	4.00	12,492.00
12,347	cu. yds.	3/4" - 0 Material in Leveling Course	3.50	43,214.50
4,236	M-gals.	Sprinkling	2.25	9,531.00
4.42	miles	Preparation of Base	200.00	884.00
1,124	cu. yds.	3/4" - 0 Material in Binder Course	4.30	4,833.20
1,939	cu. yds.	Furnishing and Placing Aggregates	5.90	11,440.10
127	tons	Furnishing and Placing RC-3 Asphalt	42.00	5,334.00
130	tons	Furnishing and Placing 150-200 Asphalt	40.00	5,200.00
82	tons	Furnishing and Placing RS-1 Emulsified Asphalt	44.00	3,608.00
		Price Agreement # 1		
4,793	lin.ft.	Sand Drains	1.25	5,991.25
524	cu. yds.	Place Sand in Drains	5.00	2,620.00

Subtotal	$ 709,227.24
Engr. & Cont.	64,772.76
Total	$ 774,000.00

Type Code X/21

Boeckman Road Undercrossing (Sta. 484+33.7)(Contract No. 3859)

120 cu. yds.	Structural Excavation	$ 5.00	$ 600.00
17 cu. yds.	Structural Excavation, Below Elevation Shown	5.00	85.00
2,328 lin.ft.	Furnish Treated Piling	1.25	2,910.00
72 only	Drive Piles	45.00	3,240.00
397 cu. yds.	Class "A" Concrete	60.00	23,820.00
103,507 lbs.	Metal Reinforcement	0.10	10,350.70
224 sq. yds.	Concrete Slab Riprap	7.00	1,568.00
66 lin.ft.	6-inch Metal Drain Pipe	2.00	132.00

Subtotal	$ 42,705.70
Engr. & Cont.	3,294.30
Total	$ 46,000.00

Length of Roadway	6.888 miles
Length of Structures	0.087 mile (exceptions)
Total Length	6.975 miles
Cost of Roadway per mile	$112,369.33

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$ 774,000.00	$ 479,502.00	$ 294,498.00
Structure	46,000.00	28,498.00	17,502.00
	$ 820,000.00	$ 508,000.00	$ 312,000.00

State Funds for Const.: Chap. 175, laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939; Chap. 491, Laws 1951,
Chap. 20, laws, 1953;
State Funds for Maint.: Chap. 529, Laws 1939

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MAR 25 1955
FOR FILING

March 17th, 1955

FINAL COST ANALYSIS

Boones Ferry Road-Willamette River Unit
~~Contract #3648~~
Grading and Structures
R. A. Heintz, Contractor
Lowell Johnston, Resident Engineer

West Portland-Hubbard Highway
Prefix 34-1063

State Highway Engineer
NOTED

Item	Quantity	Unit	Unit Cost	Total Cost	Unit Bid	Gross Revenue
*Clearing & Grubbing	All	All	All	$ 32,000.00	100%	$ 50,000.00
Struct. Excav., Unclass.	3,876.9	Cu. Yd.	2.51	9,725.37	2.50	9,692.25
Trench " "	1,381.8	" "	2.41	3,332.83	2.00	2,763.60
General Excavation, Unclassified	1,032,803.1	" "	0.384	396,323.75	0.345	356,317.07
Short Overhaul	2,144,158	Yd. Sta.	0.014	30,501.97	0.009	19,297.42
Long "	55,330.1	C-Yd. Sta.	0.577	31,914.02	0.35	19,365.54
Truck Haul, Embankment Measure	381,502	Yd. Mi.	0.19	72,551.22	0.16	61,040.32
Truck Haul	26,629.5	" "	0.23	6,124.79	0.17	4,527.02
Excavating and Placing Topsoil	16,152.6	Cu. Yd.	0.74	11,930.66	0.80	12,922.08
Truck Haul on Topsoil	1,185	Yd. Mi.	0.229	271.16	0.25	296.25
Finish R/B & Slopes	9.29	Mile	830.81	7,718.23	700.00	6,503.00
Round Cutbanks	17,425	Lin. Ft.	0.148	2,573.98	0.15	2,613.75
12" Corr. Metal Pipe	1,772	" "	3.14	5,562.87	2.75	4,873.00
6" Perf. Metal Pipe	680	" "	1.79	1,216.72	1.65	1,122.00
8" " " "	796	" "	2.48	1,976.62	2.00	1,592.00
18" Concrete Pipe	6,932	" "	4.03	27,942.73	3.75	25,995.00
24" " "	1,115	" "	5.15	5,745.62	4.25	4,738.75
36" " "	276	" "	8.64	2,385.08	8.00	2,208.00
12" Sewer Pipe	1,977	" "	1.61	3,207.51	2.00	3,954.00
Salvaging Culvert Pipe	574	" "	2.19	1,259.38	2.00	1,148.00
3/8"-0" Backfill in Drains	391	Cu. Yd.	4.67	1,824.37	5.00	1,955.00
*Concrete Manholes	5	Each	300.00	1,500.00	300.00	1,500.00
* " Catch Basins	13	"	125.00	1,625.00	125.00	1,625.00

Item	Quantity	Unit	Unit Cost	Total Cost	Unit Bid	Gross Revenue
*Class "A" Concrete	113.95	Cu. Yd.	$56.00	$ 6,436.25	$59.00	$ 6,723.05
*Metal Reinforcement	17,156	Lb.	0.11	1,887.16	0.11	1,887.16
#Concrete Sight Posts	99	Each	12.53	1,240.66	11.00	1,089.00
#Metal Guard Rail and Posts	3,123.4	Lin. Ft.	3.04	9,501.14	4.00	12,493.60
Ø3/4"-0" Mat'l. in Level Course and Shoulders	12,347	Cu. Yd.	3.35	40,874.45	3.50	43,214.50
Sprinkling	4,236	M/Gal.	1.86	7,861.42	2.25	9,531.00
ØPreparation of Base	6.32	Mile	200.00	1,264.00	200.00	1,264.00
Ø3/4"-0" Mat'l. in Binder Course	1,124	Cu. Yd.	4.30	4,833.20	4.30	4,833.20
ØFurnish and Place Aggregate	1,939	" "	5.70	11,053.70	5.90	11,440.10
ØFurnish and Place RC-3 Asphalt	126.91	Ton	42.00	5,330.22	42.00	5,330.22
ØFurnish and Place 150-200 Asphalt	130.16	"	40.00	5,206.40	40.00	5,206.40
ØFurnish and Place RS-1 Emulsified Asphalt	82.05	"	44.00	3,610.20	44.00	3,610.20
*Furnish Treated Pile	4,550	Lin. Ft.	1.50	6,825.00	1.50	6,825.00
*Drive Piles	70	Each	60.00	4,200.00	60.00	4,200.00
*Class "A" Concrete	282.24	Cu. Yd.	56.00	15,680.00	59.00	16,652.16
*Metal Reinforcement	75,741	Lb.	0.11	8,331.51	0.11	8,331.51
*Treated Timber	3.02	M-FBM	300.00	906.00	300.00	906.00
*Metal Handrails	428	Lin. Ft.	10.50	4,494.00	10.50	4,494.00
*Excav. for Structure	292.3	Cu. Yd.	7.00	2,046.10	7.00	2,046.10
*Class "A" Concrete	359.03	" "	56.00	20,160.00	59.00	21,182.77
*Metal Reinforcement	72,462	Lb.	0.11	7,970.82	0.11	7,970.82
* " Handrail	428	Lin. Ft.	10.50	4,494.00	10.50	4,494.00
PA #1: Sand Drains	4,793	Lin. Ft.	1.34	6,438.28	1.40	6,710.20
Placing Sand in Drains	524	Cu. Yd.	4.17	2,183.76	5.00	2,620.00
PA #3: Furnish & Place Agg. in Shoofly	195	Cu. Yd.	2.50	487.50	2.50	487.50

Item	Quantity	Unit	Unit Cost	Total Cost	Unit Bid	Gross Revenue
PA #4: Mixing SS-1 Emulsion	2,998	Gal.	0.176	$ 526.49	$0.20	$ 599.60
PA #5: Extra Clearing	5.876	Acre	409.92	2,408.71	550.00	3,231.80
PA #6: Cement Adj.	25.5	Bbl.	3.15	- 80.33	3.15	- 80.33
**PA #8: 6"-0" Cr. Mat'l. for Roadbed Topping	74,649	Cu. Yd.	0.40	29,859.60	0.40	29,859.60
PA #9: Hauling Between Sta. 403+50 and 460+00	34,713	" "	0.094	3,268.80	0.10	3,471.30
PA #10: Boulder Disposal	139,770.8	" "	0.059	8,221.68	0.05	6,988.54
PA #11: Move Equipment In		All		500.00	100%	500.00
PA #12: Extra Widening & Resloping	100%	All		5,780.32		5,004.83
Force Account:						
#1: Clean Mud Off Field				1,476.45		3,267.88
#2: Backfill Mat'l. Back of Jean Loops (Overcrossing)				1,635.57		
				$896,127.44		$842,434.76

Total Cost	$896,127.44
Gross Revenue	842,434.76
Net Loss	$ 53,692.68

Net Loss Equals 6.37% of Gross Revenue

Boones Ferry Road-Willamette River Unit

Detail of Cost

Labor:					
Supervision				$ 21,946.80	
Labor				199,282.12	
Labor Insurance				14,379.88	
					$235,608.80
Materials:					
12" Corr. Metal Pipe	1,772	Lin. Ft.	at $1.92	$ 3,402.24	
12" " " Bands	88	Each	" 2.27	199.76	
6" Perf. Metal Drain Pipe, Coated	680	Lin. Ft.	" 1.00	680.00	
6" Perf. Metal Bands, Coated	38	Each	" 0.95	36.10	
8" Perf. Metal Drain Pipe, Coated	796	Lin. Ft.	" 1.54	1,225.84	
8" Perf. Metal Bands, Coated	38	Each	" 2.06	78.28	
18" Concrete Pipe	6,932	Lin. Ft.	" 1.91	13,240.12	
24" " "	1,115	" "	" 2.65	2,954.75	
36" " "	276	" "	" 4.76	1,313.76	
12" Sewer Pipe	1,977	" "	" 0.78	1,542.06	
3/8"-0" Backfill in Drains	391	Cu. Yd.	" 2.00	782.00	
Guard Rail End Plates	22	Each	" 3.22	70.80	
Concrete Sight Posts	99	"	" 5.15	509.85	
Guard Rail	3,123.4	Lin. Ft.	" 1.51	4,716.33	
Pre-mix Bit.	21	Ton	" 9.30	195.30	
SS-1 Emulsion	2,998	Gal.	" 0.115	344.77	
" " , Freight	12.49	Ton	" 2.50	31.23	
					31,323.19
Equipment Rentals, Supplies & Misc.:					
Equipment Owned				$264,719.91	
" Rented				50,391.25	
Gas, Oil & Grease				38,864.01	
Move In, Freight & Cartage (P.U.C.)				12,359.59	
Bond				4,930.60	
P.L. & P.D.				3,287.06	
Small Tools				4,212.00	
Lumber	1,248	B.F.M.	at $79.15	98.78	
Cement	11.75	Bbl.	" 4.69	55.05	
Home Office & Overhead				26,057.94	
					404,975.69
(Carried Forward)					$671,907.68

Boones Ferry Road-Willamette River Unit

Detail of Cost (Cont'd)

(Brought Forward)		$671,907.68
Subcontractors:		
* Walter Goodat, Clearing	$32,000.00	
** Newport, Crushing Base Rock	29,859.60	
ø Parker-Fuhram, Oiling	72,464.87	
# R & W, Guard Rail and Sight Posts	3,394.50	
X Birkemeier & Saremal, Structures	86,500.79	
		224,219.76
Total Cost		$896,127.44

Boones Ferry Road-Willamette River Unit

Remarks:

This was a "Federal Aid Project" calling for construction of 6.90 miles of four-lane (divided) highway roadbed and construction of frontage roads and connecting roads, two dual type reinforced concrete bridges and one reinforced concrete box culvert, construction of leveling course and shoulders on frontage roads, Type D-9 oil mat wearing surface with binder course on frontage roads, connecting legs and road connections.

The project was bid January 31st, 1952, awarded February 29th, 1952, and was completed August 26th, 1954.

The clearing was subcontracted to Walter Goodat for $32,000.00 lump sum. Work was started February 11th, 1952.

Excavation was started in April, continued until late October 1952, and was suspended until May 11th, 1953. The work was completed on October 31st, 1953. Cats and carryalls were utilized to open up cuts and start fills in unstable areas. Progress with wheeled equipment was very good after the grade dried out in 1952, but intermittent rain and soft subgrade reduced its efficiency and progress in 1953. Haul roads for topping were difficult to keep up due to continued rain. Operators and supervisors were carried on payrolls on much of the down time due to rain. Bid price of $0.345 per cu. yd. was a good price under ideal conditions. Grading equipment that was used at various times during the progress of the work consisted of 1½-yard shovel, 3/4-yard shovel, 3/4-yard dragline, three D8's with carryalls, five D8's with dozers, five DW20's with scrapers, two DW10's with scrapers, three heiliners, two power graders, thirteen 6½ cu. yd. trucks, roller, two 8 cu. yd. trucks, ripper, compressor, miscellaneous pickups and equipment trucks.

Hampered by mud and water the crew laying pipe made very poor progress with a loss on every item except 12-inch sewer pipe.

Newport Construction Co. crushed 75,000 cu. yds. of topping, Dirkemeier & Saremal on structures; F & W Construction Co., sight posts and guard rail; Parker-Fuhrman on surfacing service roads and approaches.

The contract shows a loss due to weather conditions and oversize material in selected roadbed topping. There was ample equipment on the job at all times.

Oscar Cutler
Chief Cost Analyst

By . . Harry [illegible]. Sturgis

RECEIVED

FOR FILING

January 3, 1955

Mr. Howard T. Coleman, Manager
Fidelity and Surety Department
United Pacific Insurance Company
627 Board of Trade Building
Portland 4, Oregon

Dear Mr. Coleman:

Thanks for your letter of December 29th authorizing immediate release to R. A. Heintz Construction Company of final payment in connection with State Highway Contract No. 3648 for construction of the Boones Ferry Road-Willamette River Unit of the Portland-Salem Expressway.

For your information a warrant in the amount of $41,023.05 was mailed to R. A. Heintz Construction Company on December 29, 1954.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: C. H. Maison (2)

Mr. Maison:

Attached for your information is a copy of Mr. Coleman's letter bearing his original signature.

HBG

UNITED PACIFIC

UNITED PACIFIC
Insurance Company

HOME OFFICE - TACOMA, WASHINGTON

PORTLAND OFFICE - 627 BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

December 29, 1954

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Department
Salem, Oregon

Re: Bond #167884 R. A. Heintz Construction Company
Contract No. 3648 Boones Ferry Road-Willamette River Unit

Dear Mr. Glaisyer:

This will acknowledge receipt of your registered letter of December 24, 1954 stating that this contract was completed by the contractor on May 28 and was formally accepted by the Highway Commission on September 23, 1954.

According to your letter you have not been advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and that the state assumes no responsibility for such claims should there be any.

In accordance with a request made by R. A. Heintz Construction Company we hereby consent to the release of final payment in the amount of $41,023.05 and shall greatly appreciate this being mailed in order to reach the contractor as soon as possible in order that this may be included in his receipts for 1954. ✓

Thanks kindly for your co-operation.

Very truly yours

H. T. Coleman

Howard T. Coleman, Manager
Fidelity and Surety Department

HTC:lg

ACKNOWLEDGE
H. B. GLAISYER

[illegible]
warrant was mailed to
Heintz [illegible]-54
F. G.

NOTED

RECEIVED
[illegible]

RECEIVED
[illegible] 1954
FOR FILING
[illegible]
[illegible]
3648

OREGON STATE HIGHWAY DEPARTMENT
(date)
December 29, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3648	[illegible]	[illegible] Construction Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
[illegible]	[illegible]	$ [illegible]	[illegible]

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION
Ruth Rawlings

Specified Completion Date: Aug. 31, 1953

Time Extensions: to May 31, 1954 without penalty

Completion Date: May 28, 1954

Date Accepted: Sep. 23, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-29-54

To the Accounting Division:

Immediate
Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: [illegible]
Ruth Rawlings

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AF-1 3-3 (4)
2-3 (5)
3 [illegible]

December 24, 1954

REGISTERED MAIL

United Pacific Insurance Co.
Fidelity & Surety Department
Medical Arts Bldg.
Tacoma 1, Washington

Gentlemen:

State Highway Contract No. 3648 for work performed on the Boones Ferry Road-Willamette River Unit, Barbur Blvd.-White School Section of the West Portland-Hubbard Highway in Washington and Clackamas Counties was completed by the contractor, W. A. Heints Construction Co., on May 28, 1954 and was formally accepted by the Highway Commission on September 23, 1954.

Final payment in the amount of $41,023.05 will be released to the contractor on or after January 3, 1955. The total contract amount is $[illegible]2,134.76, of which amount $3267.88 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existance of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the preformance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

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FORM E-30X 37½ 8-54 73730

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 21, 1954

SUBJECT:

To: Mr. A. G. Skelton
Division Engineer
State Highway Dept.
Box 4699, Sellwood Sta.
Portland, Oregon

Dear Sir:

It is noted that cars are being driven across the center median at various points on the Tualatin River-Willamette River Section of the Portland-Salem Expressway.

Mr. Baldock has issued instructions that immediate steps be taken to provide the necessary barriers to prevent these unauthorized movements.

It has also been noted that some of the bridge ends on the section are developing a bump and should be patched.

Will you please take the necessary steps to correct these matters.

Very truly yours,

H. G. Smith
Construction Engineer

By Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:jv

cc: R. H. Baldock ✓

NOTED
State Highway Engineer

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303(5)
[illegible] 48

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November 4, 1954

Mr. Lowell A. Johnston
Resident Highway Engineer
Box 4699
Portland 2, Oregon

Dear Sir:

This is to inform you that at its meeting held October 28, 1954, the Highway Commission approved an additional increase in project authorization of $60,000.00 on the Boones Ferry Road-Willamette River Unit, Contract No. 3648.

The present total project authorization is $919,326.19.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ln

cc: A. G. Skelton

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OCT 1 - 1954
FOR FILING

September [illegible], 1954

Oregon State Highway Commission

Gentlemen:

The final cost of the Boones Ferry Road-Willamette River Section, Contract No. [illegible], on the East Portland-Salem Expressway, will overrun the project authorization approximately $[illegible], which is approximately seven per cent. The overrun in the project authorization is accounted for by two principal items, one being the construction of the approaches to Boeckman Road Overcrossing which approaches were not included in the original contract. You will recall that the Boeckman Road Overcrossing was constructed at the request of Clackamas County, after first having been deleted from the plans. The cost of the approaches to the Boeckman Road Overcrossing was $[illegible]. The second major item of overrun was the necessity of changing plans for the base surfacing on a considerable portion of the project. We had intended using pit run materials as a matter of economy, but, when the material source was developed, boulders of such magnitude were encountered that it was not at all possible to incorporate the materials in a satisfactory surface. A price agreement was executed by the contractor to crush the materials for [illegible] a cubic yard, which resulted in an additional cost of $[illegible].

This matter will be on the next agenda, and we respectfully request that you authorize an additional project authorization of $[illegible] on Contract No. [illegible].

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith
Mr. S. H. Probert
Mr. C. H. Maison

WCW:me lg

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September 17, 1954

United Pacific Insurance Co.
Fidelity & Surety Department
Seattle 14, Washington

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to H. H. Heints Construction Co. on contract No. 3648, for grading and structures on the Boones Ferry Road-Willamette River Unit, Barbur Blvd.-White School Section of the West Portland-Hubbard Highway in Washington and Clackamas Counties.

This payment, in the amount of $4,297.34, will be released to the contractor on or after August 27, 1954. The retained percentage is $24,785.93.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By
Floyd Query, Assistant Secretary

gl

cc: Mansfield & Co.
302 Lewis Bldg.
Portland 4, Oregon

Portland Branch Office

NOTED ON CARD

CEIVED

FOR FILING

(PR- [illegible] (4))

August 30, 1954

Mr. L. P. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

Referring to the copy of your letter of July 22, 1954 addressed to Mr. A. G. Skelton regarding the John Roshak reservoir near the Cook Overcrossing, I wish to advise that the prints you requested were transmitted to you by the Division Engineer on July 27, 1954.

Mr. Roshak has been difficult to deal with and has refused to sign a release; therefore, it will be impossible for us to furnish you the requested letter.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. Forrest Cooper

July 23, 1954 No. 6038 By wcw

Description: Copy of letter by L. P. Hopkins to Mr. Skelton dated July 22 regarding reservoir owned by John Roshak near Cook overhead on WestSide Branch under lease to him by SP Co. and included in our easement, asking for prints of construction work done and copy of letter from Mr. Roshak that he is satisfied

Acknowledged by____ Referred to Smith

__ Investigate and report with recommendation
__ Such action as necessary and report
__ Comment or recommendation
X Return with rough draft of reply
__ Prepare reply for signature of Mr.________
__ Contact correspondent and report

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS

Executed 8-27-54 Report Received__________

Southern Pacific Company
UNION STATION, PORTLAND 9, OREGON

L. P. HOPKINS
SUPERINTENDENT

July 22, 1954

IN REPLY PLEASE REFER TO
GMO-56175

PLEASE RETURN TO
W. C. WILLIAMS

Mr. A. G. Skelton
Division Engineer
Oregon State Highway Department
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Please refer to ours of May 13, relative to reservoir owned by Mr. John Roshak near Cook overhead on the West Side Branch which is under lease to him by the Southern Pacific Company and which is included in your easement for the overhead construction.

Will you please furnish us with three copies of prints showing the construction work the State did in this connection and also copy of a letter from Mr. Roshak that he is satisfied with the work done by the State.

Yours truly,
(Signed) L. P. HOPKINS

cy: Mr. R. H. Baldock
State Highway Engineer
State Highway Department
Salem, Oregon

Attention: Mr. W. C. Williams

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 5, 1954

SUBJECT:

5246

To: Mr. C. W. Enfield
Chief Counsel
OFFICE

Mr. Williams' assignment No. 5246 had to do with a letter from Wyckoff to Williams re a complaint which was filed by John Nyberg against the Highway Commission for alleged damage caused by the construction of the West Portland-Hubbard Highway south of the Tualatin River in Washington County.

I have had a field investigation made and hand to you herewith copies of letters from Resident Engineer Lowell Johnston and Division Engineer A. G. Skelton which pretty well cover the situation. Also enclosed is a sketch which shows details and other pertinent information about the claim.

There is no doubt that some damage has been caused by our construction and it would seem to me that reasonable people would have attempted to work out a settlement rather than choosing the court method of settlement. Be that as it may, I would suggest that proper steps be taken to prevent the plaintiff obtaining a default and that they be approached to see if some reasonable settlement could be worked out without resort to an actual trial.

The Construction Department will cooperate fully in answering the numerous questions which will inevitably come up.

Forrest Cooper
Ass't. Construction Engineer

FC:js

cc W. C. Williams ✓

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENTAL CORRESPONDENCE

Portland, Oregon
August [illegible], 1958

SUBJECT: Nyberg Damage Claim

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Attn. Forrest Cooper

Dear Sir:

I am enclosing herewith [illegible] Johnston's report of August 5th on the damage claim from Clayton Nyberg for damage he claimed was caused to his property by our construction of the Portland-Salem Expressway across his property known as the "Nyberg Peat Bog." Johnston, I believe, has completely covered the details of the construction as it affected Mr. Nyberg's land. One point not brought up by Johnston is [illegible] of drain tile, which Nyberg claims was caused by [illegible], and which I suppose might extend beyond the limits shown on the sketch as the area covered by that wash. I [illegible] he also claimed that the fact [illegible] drain tile are not [illegible] has delayed his cultivating and planting a portion of his land.

You will [illegible] from Johnston's report that we have done a great deal of work to [illegible] to prevent further sluffing, and have carried the [illegible] from the west side of the LS line and east side of the [illegible] line into the center area between our two lanes. The drainage ditches on the west side of the LS line and the east side of the [illegible] line south of the bridges have required considerable maintenance, including the cleaning out of it, both this year and last year. The material that these drain ditches are constructed through is unstable, and it is believed would require continuing maintenance. Johnston recommends that we put drain tile or perforated pipe in these two ditches, so that drainage can be maintained. It might also be advisable to secure additional right of way through this area, so that our drain ditches could be moved out and the ditches constructed with flatter slopes. Any settlement made with Nyberg should cover any additional work required, and should protect the state against any future damage claims.

Yours very truly,

A. T. [illegible]
Division Engineer

[illegible]
Encl.
cc: I. A. Johnston

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
August [illegible]th, 1954

[illegible] Nyberg Damage Claim

To: Mr. A. G. Skelton
Division Engineer
Office

Dear Sir:

On February 29, 1952 a contract for the construction of the Boones Ferry Road-Willamette River Unit of the Barbur Boulevard-White School Section of the West Portland-Hubbard Highway was let to the R. A. Heintz Construction Company, contract No. 3648, prefix 34-1063. On this project our center line crossed low ground just south of the Tualatin River, and the right of way across this low ground was purchased from Mr. John Nyberg. The fill across this area has been referred to as the Nyberg peat bog.

In the area from Station [illegible] to Station 251 there was considerable deposit of peat. It [illegible] at Station 243 and reached an approximate total depth of [illegible] feet at Station 247. It ended at approximate Station 251 on our center line. In order to provide drainage of the peat under our fill, and also to prevent a push up of the ground outside of our right of way, special drainage methods were used to drain the water from the peat ground. This special handling of this fill area consisted of placing an impervious layer of dirt material over the peat, and then driving an [illegible]-inch casing at various points, and filling the hole with sand to drain the water from the peat ground which was saturated with water. At about Station 247 on the L5 and L6 lines, a drainage ditch crosses our right of way, which carries water from west of the highway to the east, and which ditch eventually empties into the Tualatin River at a point approximately one half mile east of our highway. At approximate Station [illegible], on both the L5 and L6 center lines, there were several springs coming out of the ground, which springs were drained by the installation of perforated pipe. One pipe was placed under the L5 line, and the water was carried to the west outside of the fill slope, and another pipe was placed under the L6 line, and the water was carried to the east and outside of the fill slope.

On the north side of the drainage ditch at Station 247 practically all of the fill was made from the cut between Station 241 and Station [illegible], which material proved to be quite stable in the fill, and from which fill we had very little wash during the winter rain. The fill on the south side of the drainage ditch was made from the cut beginning at approximate Station [illegible] to Station 259, which material was found to be sandy, silt [illegible], [illegible] heavy rain during the winter of 1952 and 1953 caused [illegible] wash on our fill slopes between Station [illegible] and Station [illegible]. As a result of this wash, considerable fill material was washed [illegible] property outside of our right of way, which property was owned by [illegible]. There was some material washed into the drainage ditch [illegible] easterly from our highway, and in order to clean [illegible] ditch so that adequate drainage could be restored, a state [illegible] was willing to cover work of cleaning out the ditch, [illegible] approximately $1100.00 cleaning [illegible]. [illegible] of 1953, at a time when it appeared [illegible] during the summer, [illegible] the fill material from Mr. Nyberg's field [illegible] center line, for which work we spent approximately [illegible]. The area west of our highway, which was covered [illegible] fill, was too wet for the "cat" to work in, so we were unable to clear off this area. During the winter of 1953 and 1954, silt from the fill [illegible] was carried into the drainage ditch by rain, and the drainage ditch [illegible] cleaned out with a dragline, for which we spent approximately [illegible].

[illegible] they show the drainage to be carried [illegible] by an 18 inch pipe [illegible] drainage was installed [illegible]. The [illegible] from the west side of the [illegible] line was to be [illegible] placed on the [illegible] of the fill at Station [illegible], northerly to [illegible]. Due to the inability [illegible] during the winter, the drainage plan was changed [illegible] of the fill at about Station 254, [illegible] on the west of the [illegible] line and [illegible] between the two center lines, and [illegible] from our [illegible] between the center lines [illegible] from the outside roadway [illegible] drainage ditch. This [illegible] the amount of wash of [illegible] material was [illegible] in order to eliminate [illegible] fill material, and from [illegible] in this area.

Mr. Nyberg has never made a formal request in writing to me in regard to [illegible] as a result of the wash of the fill material [illegible] his property, [illegible] he did send me an appraisal of damage [illegible] by a representative of the [illegible] National Bank of Hillsboro. A copy of the letter from the Hillsboro [illegible] Mr. Nyberg was sent to me, but no formal claim of damage in writing was received from Mr. Nyberg. [illegible] damage was [illegible] to Mr. Nyberg [illegible] to make a formal claim in writing, [illegible] the amount of damage, and [illegible] to enclose the letter from the Hillsboro [illegible], substantiating his claim for damage.

A. G. Skelton -2- August 5, 1954

The amount of the claim mentioned in the letter from the banker was between $11,000.00 and $12,[illegible]00.00. I would suggest that Mr. Nyberg be contacted again, and see if a reasonable settlement could be worked out with him in regard to his claim of crop and land damage.

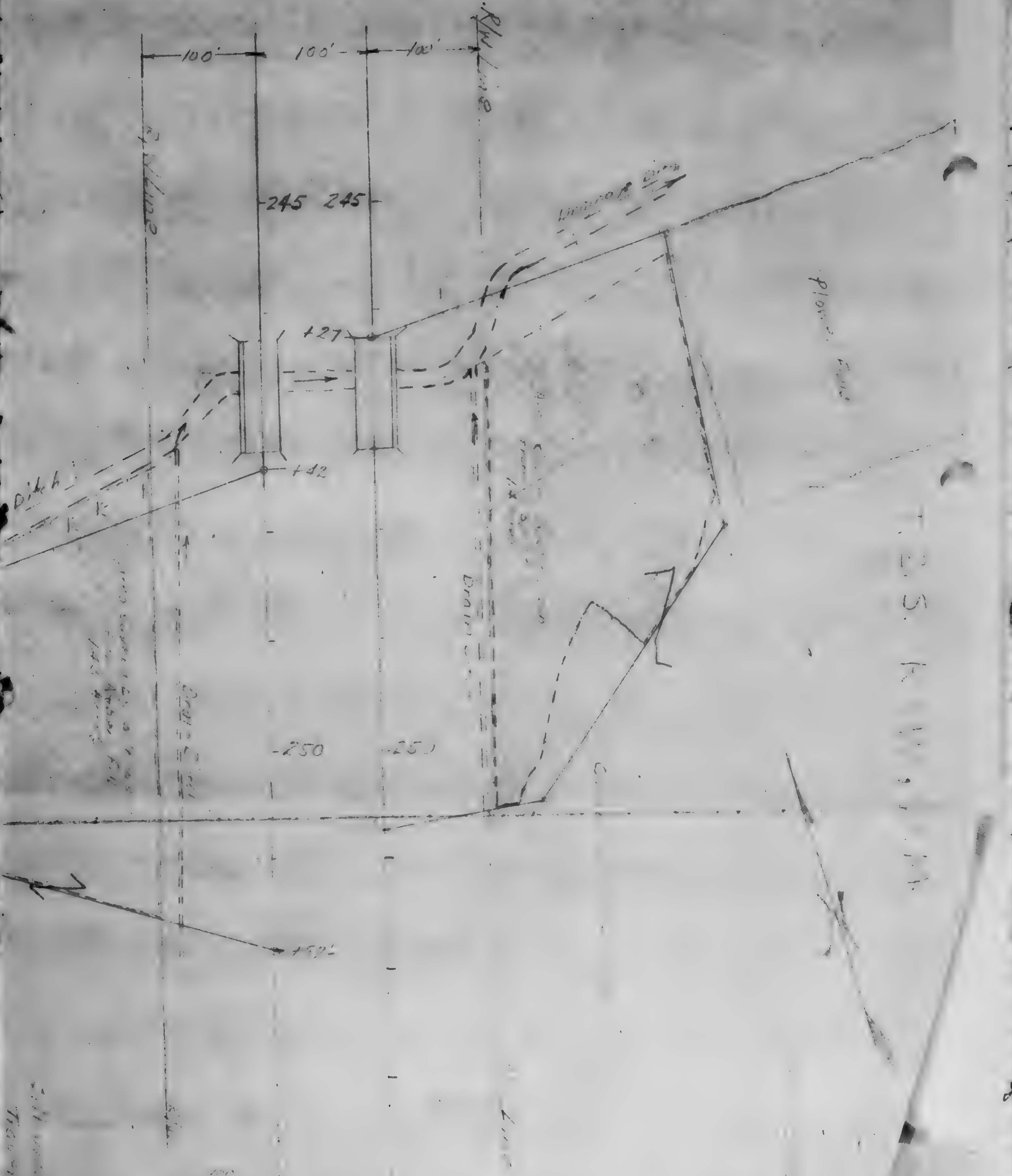
I am enclosing a pencil drawing showing the approximate area of land owned by Nyberg, which was covered by salt material from our fill, which total acreage is approximately three acres.

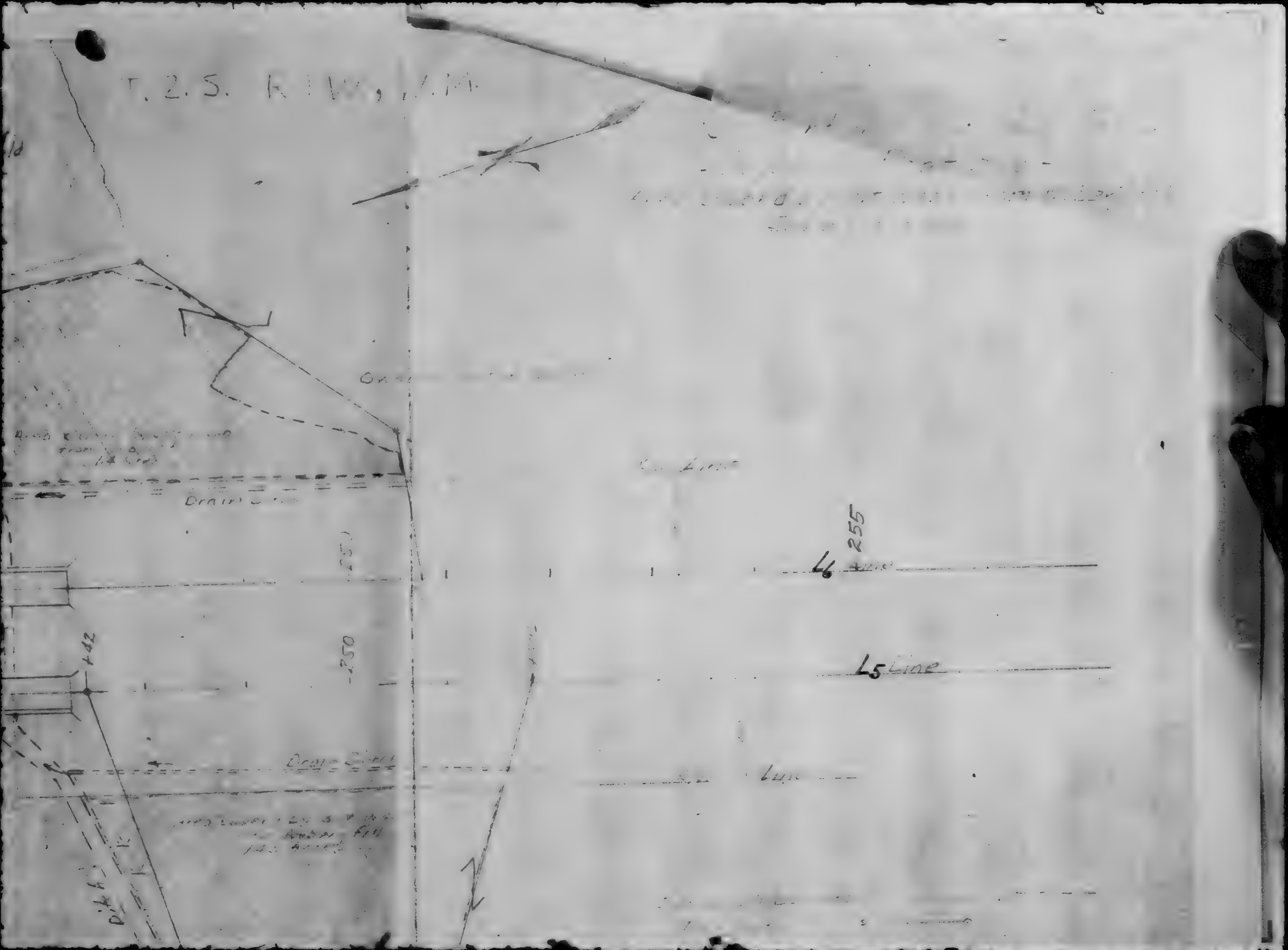
Yours truly,

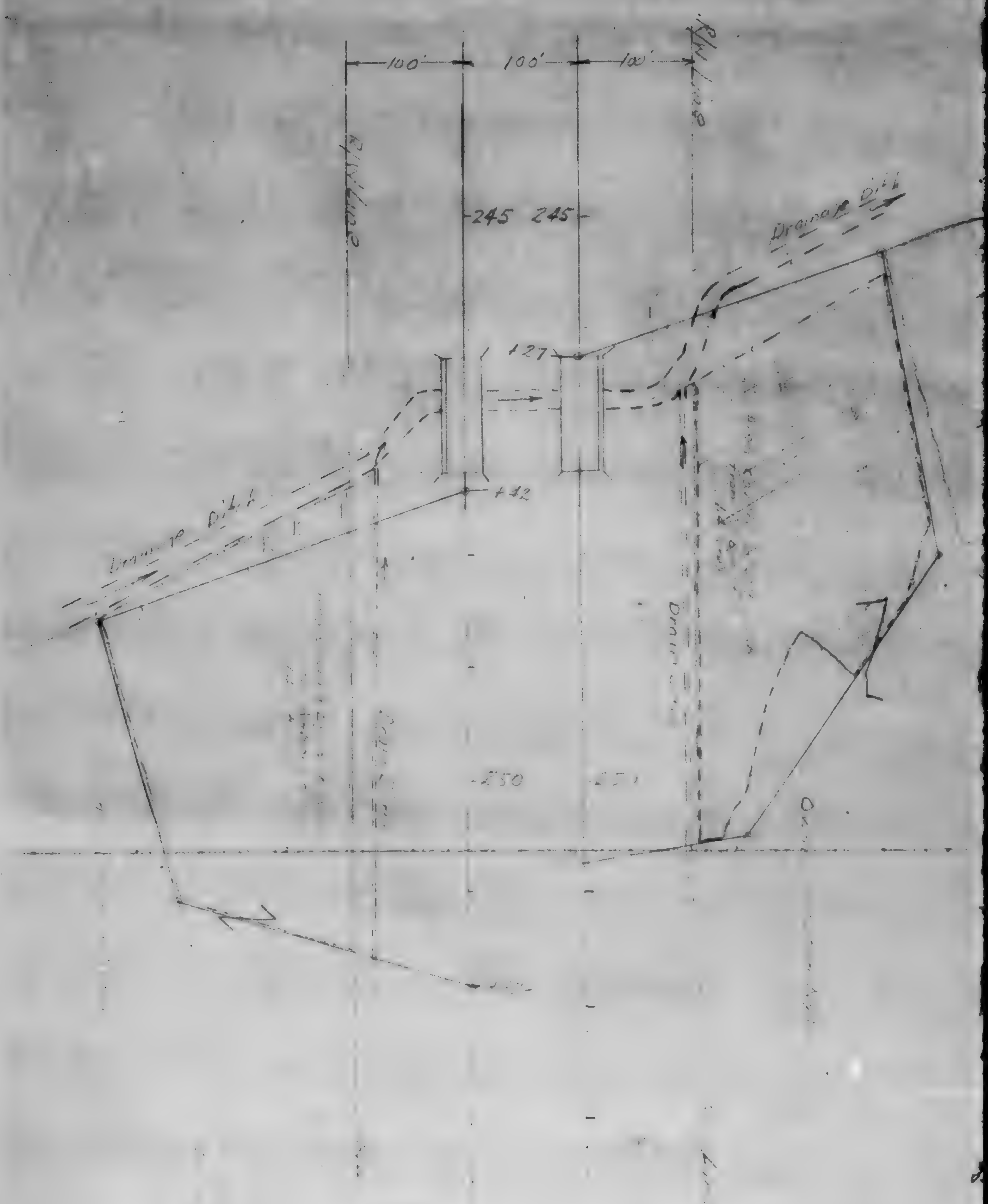
[illegible]

[illegible]

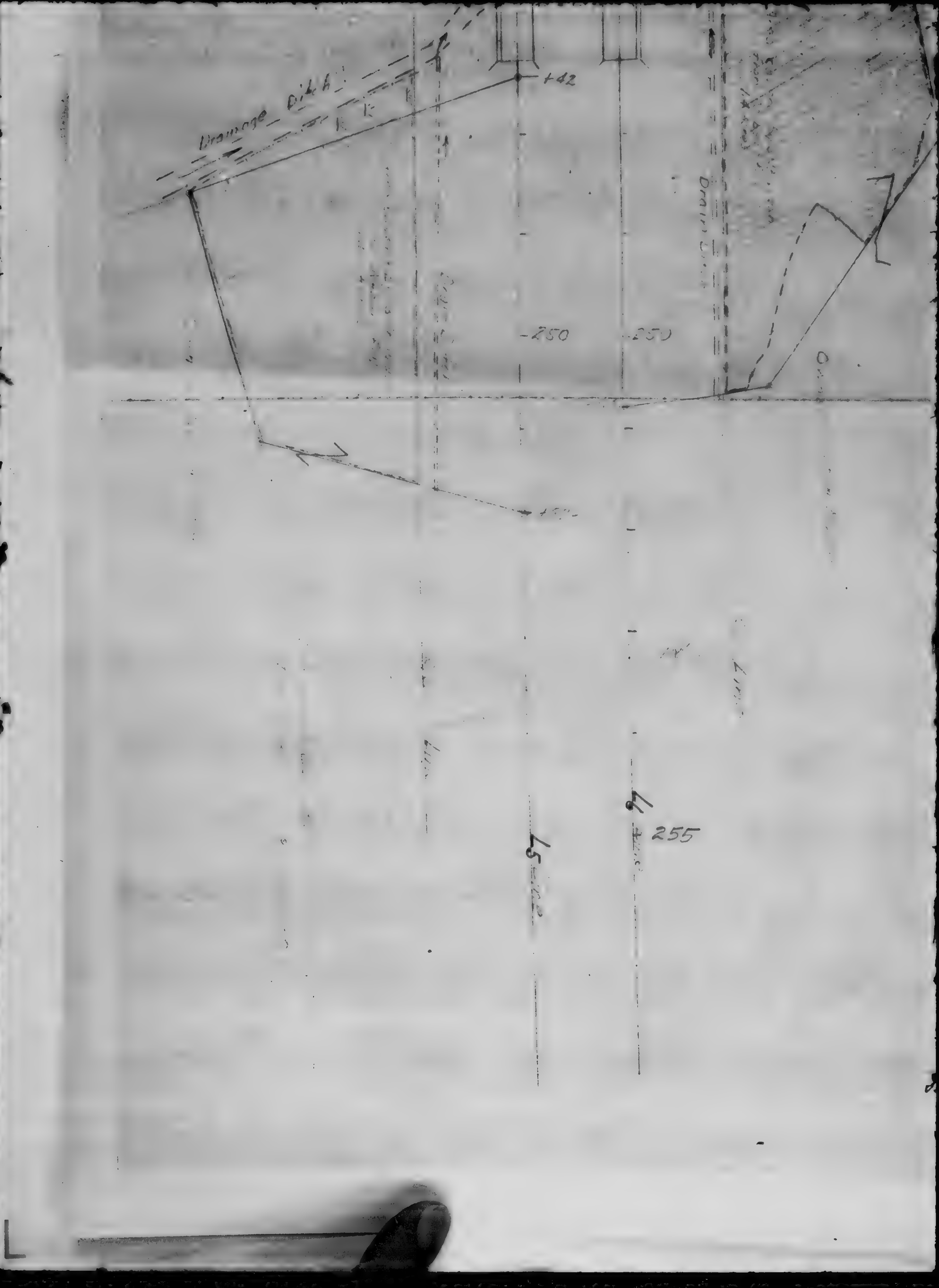
LAJ:w
Encl.

100'
100'
100'
R/W Line
Sec. Line
245
245
Drainage Ditch
+27
+42
Ditch
R.R.
-250
-250
Drain
Plowed Field
T. 23 S. R. W.
Line


T. 2 S. R 1 W., W.M.
Drain
255
L6 Line
L5 Line
Line
Line
-250
+42
Ditch



100'
100'
100'
R/W Line
R/W Line
245
245
+27
+12
Drainage Ditch
Drainage Ditch
Drain
250
+255


Drainage Ditch
+42
-250
-250
Drain
L6
+255
L5

ASSIGNMENT

Date: July 30, 1954 No. 16 By WWS

Description: **Letter of July 28 by Ralph Wyckoff regarding complaint in the case of John Nyberg vs. the State of Oregon - Tualatin-Wilsonville Section of the West Portland-Hubbard Highway (File No. 4844)** (Encl. 4)

Acknowledged by_____ Referred to Smith ✓

X Investigate and report/ ~~[illegible]~~ **in detail**
__ Such action as necessary and report
__ Comment or recommendation
__ Return with rough draft of reply
__ Prepare reply for signature of Mr.________
__ Contact correspondent and report

Remarks: **Complaint must be answered on or before August 16 (20 days from service).**

PLEASE RETURN TO
W. C. WILLIAMS

Executed 8-5-54 Report Received__________

FORM E-30 25M 9-51 82318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 2[illegible], 1954

SUBJECT: File No. [illegible]
Tualatin-Wilsonville Section of
the East Portland-Hubbard Highway

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

PLEASE RETURN TO
W. C. WILLIAMS

Dear Mr. Williams:

I am enclosing a copy of a complaint which we received in the case of John Nyberg vs. The State of Oregon. As you will notice, this complaint claims damage in the amount of $30,000.00 to certain property which is located adjacent to the East Portland-Hubbard Highway at the Nyberg Road intersection immediately south of the Tualatin River.

I have made a search of our right of way files pertaining to this matter, and the only information apparently bearing on this claim is contained in the letters which I attach. However, to prepare a defense of this matter adequately it is necessary that there be an investigation made of the merits of this claim. From the nature of the attached correspondence we very probably have already made some investigation, and I would very greatly appreciate any information which we may have gathered in the past particularly with regard to pictures we may have taken of the property in question, and I would also very greatly appreciate any other factual information which an investigation may disclose.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By Ralph Wyckoff
RALPH WYCKOFF

RW:ja
Enclosure

cc - Mr. C. W. Enfield
Mr. R. L. Porter
Mr. S. [illegible]. Agnew

FORM E-30 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

C O P Y

Portland, Oregon
September 22, 1953

SUBJECT: File 4843
4844 - Nyberg
Tualatin - Norwood Road
West Portland - Hubbard

To: Mr. Lowell Johnston
Office
Portland

Re: Estimate of damage caused by wash from Highway grade.

Dear Sir:

After inspection of [illegible] Nyberg property, it looks as if about 1½ acres on either side of the [illegible] has been damaged by dirt washing over this area. I don't believe the land has been damaged, but do believe the measure of damage is the approximate net crop or pasture damage for 1 year for 3 acres of land. I would guess at $75.00 to $100.00 per acre.

Yours truly,

S. [illegible]
Right of Way Supervisor

S.[illegible]:lf
cc: R. L. Porter
A. J. Skelton

COPY

Salem, Oregon
January 7, 1953

File #4844-Nyberg
Tualatin River to Norwood Road
West Portland-Hubbard Highway
Washington County

Mr. R. G. Smith
Construction Engineer
OFFICE

Herewith a copy of a letter from Right of Way Agent Carl Smith which concerns some of Mr. Nyberg's property.

It will be appreciated if some steps will be taken to alleviate the condition mentioned as I am sure that Mr. Nyberg will file a claim if this is allowed to continue.

R. L. PORTER
Right of Way Engineer

RLP/fn

Enc.

cc: Mr. Carl Smith

FORM E-30 25M 9-51 52318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
January 6, 1952

C O P Y

SUBJECT: File #4844--Nyberg
Tualatin River to Norwood Road
West Portland-Hubbard Highway

To:

Mr. L. L. Porter
Office
Salem

Dear Sir:

Today Mr. Clayton Nyberg pointed out to me an area where our fill is washing out over an acre or so of his beaver dam land. Mr. Nyberg is greatly concerned about this because the material that is washing in, when plowed into the soil, will make it very [illegible], and it will be less fertile and less productive than now.

I told Mr. Nyberg that I would call attention to this matter to Lovell Johnston, who is Resident Engineer on this construction.

This is the most productive part of the Nyberg property, the land being worth about $[illegible],000 per acre, and Mr. Nyberg will be very difficult, I am afraid, if the soil is seriously damaged.

Yours truly,

[illegible] Smith
Right of Way Agent

C.S:lrf
cc: Lovell Johnston

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR WASHINGTON COUNTY

RECEIVED
JUL [illegible] 1954
LEGAL DEPT.

JOHN NYBERG, by and through his
Guardians ad litem, Clayton Nyberg
and Zira Nyberg,

Plaintiffs,

vs.

STATE OF OREGON, by and through
its State Highway Commission,
composed of Ben R. Chandler,
Charles H. Reynolds and M. K. McIver,

Defendants.

No. 18072

COMPLAINT

Comes now the above named plaintiff by and through his guardians ad litem and complains against the above named defendant as follows, to-wit:

I.

That during all times herein mentioned Ben R. Chandler, Charles H. Reynolds and M. K. McIver, are and with their predecessors in office were the duly acting and qualified Highway Commission of the State of Oregon, and as such have had control over all matters pertaining to the selection, establishment, location, construction, improvement, maintenance, operation and administration of state highways, and particularly that section of the Portland-Hubbard highway where it crosses lands formerly owned by the plaintiff, which were conveyed to the defendant by the plaintiff, which is located near the intersection of said highway and Washington County Road No. 1153, also known as state secondary highway No. 244.

II.

That during all times herein mentioned the plaintiff owned the following described real property:

> A tract of land in Section 24, T2S, R1W, W.M. more particularly described as follows:
>
> Beginning at the southwest corner of that certain tract of land conveyed to George Hedlind by deed recorded June 7, 1941, in Deed Book 199, page 511; thence West along the north line of the plat of Tualatin Gardens a distance of 1760 feet more or less to the southeast corner of that certain tract conveyed to Eunice Kaiser by deed recorded August 14, 1947,

in Deed Book 277, page 231; thence north along the east line of said Kaisor tract to a point on the south line of the county Road No. 1153; thence east along the south line of county road 1760 feet, more or less, to the northwest corner of tract conveyed to George Hedlind above mentioned; thence south to the point of beginning;
EXCEPT that portion of land heretofore conveyed to the State of Oregon, upon which is located the new Portland-Hubbard Highway, all in Washington County, Oregon.

That said land is located immediately south of the intersection of the new West Portland-Hubbard Highway and state secondary highway No. 244, also known as County Road No. 1153, portions of said land being situated on both the east and west side of the West Portland-Hubbard Highway.

III.

That for many years the plaintiff owned the lands described in paragraph II above, including that part sold to the defendant. That there is located upon the premises a drainage ditch which runs through the center of the property in an east-west direction; that the State Highway Commission in constructing the new highway built an enormous fill as a foundation for the new highway and bridge across the drainage ditch. That the lands of the plaintiff are situated on both sides of the new highway but are connected by a cattle path under the bridge and by said drainage ditch; that prior to the damage to the lands, hereinafter described, the tracts on both sides of the highway were farmed as one and were rich, fertile beaverdam land.

IV.

That prior to 1953 the defendant began construction of a bridge across the drainage ditch that drains the plaintiff's property and of a grade and rock and dirt bed and fill for said highway and bridge, which fill raised the highway and bridge a considerable elevation above the natural contour of the land on both sides of the highway. This road bed formed approaches to the bridge and extended several hundred yards on each side of the bridge; that said highway, bridge, grade and road were constructed, owned and maintained by the defendant and constitute a part of the state highway system of the State of Oregon.

V.

That shortly after the defendant started construction of the road bed and fill the dirt began to erode over and across the plaintiff's land; that the dirt, mud and silt clogged the drainage ditch making drainage of plaintiff's field impossible, and as a result water stood upon the land for most of the year. That a heavy coating of silt, mud and clay was carried from the fill and road bed and was deposited on approximately 15 acres of the plaintiff's field thereby depriving the plaintiff of the use and enjoyment thereof and rendering the land valueless to the plaintiff. That the damage to the property is the result of the acts of the defendant and by said acts as herein alleged has appropriated for public use approximately 15 acres of plaintiff's land that is of the reasonable value of $30,000.00, all to plaintiff's damage in said amount.

WHEREFORE, plaintiff demands judgment against the defendant for the sum of $30,000.00 and his costs and disbursements herein incurred.

Carrell F. Bradley
Attorney for Plaintiff

STATE OF OREGON)
)
County of Washington)

I, Clayton Nyberg and Zira Nyberg, being first duly sworn, each for himself and herself, depose and say: That I am one of the guardians ad litem of John Nyberg, plaintiff above named, that I have read the foregoing complaint, and that the facts set forth therein are true as I verily believe.

Clayton Nyberg

Zira Nyberg

Subscribed and sworn to before me this 17th day of July, 1954.

C. Hambach
Notary Public for Oregon
My Commission Expires: 2/22/57

(Seal)

A True Copy

Carrell F Bradley
Attorney for Plaintiff

RECEIVED
SEP 13 1954
FOR FILING

AGENDA
AUG 9 1954

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 3, 1954

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary
Office

Dear Mr. Glaisyer:

Please place on the agenda for the August 9 and 10 meeting of the Highway Commission the following item:

Report of institution of case of John Nyberg v. State, by and through its State Highway Commission.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By Robert L May
ROBERT L. MAY, JR.
Assistant Counsel

RLM:avh

C. C. R

50M REVISED 3-53

AGENDA
AUG 9 1954

27

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

August 2, 1954

Mr. Ben R. Chandler, Chairman
Oregon State Highway Commission
P. O. Box 809
Coos Bay, Oregon

Mr. Charles H. Reynolds, Member
Oregon State Highway Commission
P. O. Box 898
La Grande, Oregon

Mr. M. K. McIver, Member
Oregon State Highway Commission
255 S. W. Broadway
Portland 5, Oregon

Re: Report of case instituted against the State

Gentlemen:

On July 23, 1954, Mr. H. B. Glaisyer, Secretary for the Commission, was served with summons and complaint in the case of John Nyberg v. State of Oregon, by and through its State Highway Commission. The facts relative to the case are as follows:

By warranty deed dated April 16, 1952, the State acquired from Mr. and Mrs. Clayton Nyberg and Mr. John Nyberg three parcels of real property containing a total of 3.80 acres for right of way for the Barbur Boulevard-Marion County Line Section of the West Portland-Hubbard Highway in Washington County. The consideration paid for the property was the sum of $60,502.00. The property was river frontage property containing some timber and being operated as a farm. The effect of the taking was to sever the remainder of grantors' property into two small parcels.

The complaint alleges that the two remaining parcels of grantors' real property are connected by a drainage ditch which runs through the center of the property in a east-west direction, and that the State Highway Commission in constructing the new highway built an enormous fill as the foundation for the new highway and a bridge across the drainage ditch. The complaint further alleges that shortly after the construction of the highway fill, dirt began to erode over and across plaintiff's land, and that dirt, mud and silt clogged the drainage ditch serving the plaintiff's property. As a result of this erosion and clogging, it is alleged, water stood upon the property owned by the plaintiff for most of the year and a heavy coating of silt, mud and clay was carried from the fill and deposited upon approximately 15 acres of the plaintiff's real property. The complaint demands the sum of $30,000.00 in damages.

We have not yet had an opportunity to make a complete investigation of the facts upon which the plaintiff bases his claim. However, such investigation is presently being made and as soon as the results thereof are knownappropriate action will be taken for the defense of the State.

Yours very truly,

C. W. ENFIELD
Chief Counsel

RLM:avh
cc - R. H. Baldock
H. B. Glaisyer
C. H. Maison
Leonard Lindas

RECEIVED
JUN 23 1954
FOR FILING

June 21, 1954

Mr. C. C. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on May 28, 1954 on Contract No. 3643, Boones Ferry Road-Willamette River Unit, Barbur Boulevard-White School Section, in Washington County, in connection with Federal Aid Project No. UFI-303 (4), UFI-303 (5).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

RHB:ch

cc: John Cattrall

RECEIVED
JUN 9 1954
FOR FILING

FFI 303(4)
303([illegible])
364F

June 8, 1954

R. A. Heintz Construction Co.
211 N. E. Columbia Boulevard
Portland 11, Oregon

Attention: Mr. R. A. Heintz

Gentlemen:

In regard to your letter of October 26, 1953, addressed to Resident Engineer Lowell Johnston, advising that H. W. Koellermeier presented you a bill for $200 for trespassing on his property in the construction of the Boeckman Overcrossing, I have discussed this with the Legal Division and they advise that the Highway Department has no authority to assume responsibility for the claim, stating that your proper procedure should have been to notify the Department to obtain additional right of way if that was considered necessary. They did consent, however, to assign a right of way man to discuss the bill with Mr. Koellermeier to see if it could be reduced to a reasonable amount. Mr. Koellermeier refused to reduce his claim, and, therefore, you are being advised that the Highway Department can do nothing in the matter, and the claim is strictly against your company for trespassing on the Koellermeier property.

Very truly yours,

W. C. Williams
Deputy State Highway Engineer

cc Mr. R. H. Baldock
Mr. H. G. Smith
Mr. A. G. Skelton

HGS: fp

COPY

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT [illegible]

Portland, Oregon
May [illegible]

SUBJECT File [illegible] - Koellermeier
Norwood [illegible] Willamette River
West Portland-Hubbard Highway

To: Mr. [illegible] Porter
Office

[illegible]

[illegible] with Koellermeier [illegible] finally, [illegible] report.

[illegible] contractor, during the [illegible] Road [illegible] trespass [illegible] at that time, [illegible] by the contractor [illegible] it.

[illegible] contractor, [illegible] received [illegible] Resident [illegible] Lowell Johnston, who, [illegible] Koellermeier [illegible] together, [illegible].

[illegible]

[illegible] to be [illegible] agreement, [illegible].

[illegible] construction [illegible] but [illegible] regret [illegible] inability [illegible] word.

Yours truly

/s/ [illegible] M. Mayhew

Right of Way Supervisor

[illegible]

ASSIGNMENT

May 5, 1954 No. 5062 By wcw

Description: Letter of April 22 by H. G. Smith regarding trespass by R. A. Heintz Construction Co. on R. W. Koellermeier property and letter ~~mx~~ of April 30 from the Legal Department stating there is no authority for Highway Commission to pay damages (Boeckman Overxing, W. Portland-Hubbard Hwy.)

Acknowledged by_____ Referred to Smith ✓

___ Investigate and report with recommendation
X Such action as necessary and report
___ Comment or recommendation
___ Return with rough draft of reply
___ Prepare reply for signature of Mr.________
___ Contact correspondent and report

Remarks: See copy of my letter to Mr. Enfield dated April 23.

WCW

PLEASE RETURN TO
W. C. WILLIAMS

Executed 6-8-54 Report Received__________

FORM E-30 25M 9-51 82315

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

PLEASE RETURN TO
W. C. WILLIAMS

Salem, Oregon
Apr. 30, 1954

SUBJECT: Construction of Boeckman Overcrossing, West Portland-Hubbard Highway, Contract No. 3648
Trespass, Koellermeier Property.

To:
Mr. W. C. Williams
Deputy State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

Please be advised that the factual situation in the instant case has been thoroughly investigated. This investigation discloses that the trespass was committed by R. A. Heintz Construction Company without the authority of the Highway Department, and that no Highway employees were involved in the trespass. Under these circumstances, there is no authority for the Highway Commission to pay damages in this particular instance.

I would recommend that Mr. H. G. Smith, Construction Engineer, call to the attention of the Heintz Construction Company paragraph 6-18 of the contract, which reads:

> "The contractor will be solely responsible for any trespass upon adjacent property or injury thereto, resulting from or in connection with his operations. He will be liable for any claims that may be made on account of the felling of trees or the deposit of debris of any kind upon private property."

Yours very truly,

C. W. ENFIELD
Chief Counsel

By O. E. McAdams Jr.
O. E. McADAMS, JR.
Assistant Attorney

OEMcA:FRC

FORM E-30 25M 9-51 52318

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 22nd, 1954

SUBJECT:

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

PLEASE RETURN TO
W. C. WILLIAMS

NOTED
W. C. WILLIAMS

Dear Sir:

In the construction of the Boekman Overcrossing on the West Portland-Hubbard Highway, R. A. Heintz Construction Co., contractor, Contract #3648, fills on the east side of the overhead took up the entire right of way, and the R. A. Heintz Construction Co. trespassed on a strip of land about 15 feet wide and not over 400 feet long in hauling the material to the fill. The owner, Mr. R. W. Koellermeier, has presented Heintz with a bill for $200.00 for damage to his grain crop. Heintz thinks we should settle the bill, since we did not provide sufficient right of way for the hauling road.

Of course Heintz was wrong in not notifying the Department engineers before proceeding with the work, but if we can settle for a reasonable sum, I recommend that we do so. The damages could not possibly have amounted to more than $25.00.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

RECEIVED
APR 22 1954
[illegible]

FORM 5-128 50M REVISED 2-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

Mr. W. C. Williams

April 27, 1954

W. C. WILLIAMS

Mr. Norman B. Kobin
Attorney at Law
Portland Trust Building
Portland 4, Oregon

R 4601 - Mr. and Mrs. John Roshak
Portland-Salem Expressway

Dear Mr. Kobin:

The matters contained in your letter of April 13, 1954 relative to last disturbance of the Roshak's domestic water supply has been investigated by our Engineering Department and I am advised by Mr. W. C. Williams, Deputy Highway Engineer, and Mr. Forrest Cooper, Assistant Construction Engineer, that the disturbance of the Roshak's water supply has been occasioned by problems involved in reconstruction of the Roshak's water system and in reconstruction of the highway, most of which work has now been accomplished and all of which will be completed within the next week. It has not been possible at all times to reconstruct these facilities without some disturbance to the water system and without some inconvenience to Mr. and Mrs. Roshak.

We realize that construction work of this nature necessarily results in some unavoidable inconvenience and I assure you that we are doing all possible to reduce this inconvience to a minimum. The reconstruction of the water system should be completed this week. Upon the completion of which Mr. Roshak will have a much better water system than he has ever had before and one that is entirely workable.

Mr. A. G. Skelton, Division Engineer, whose offices are located at 9200 S. E. McLaughlin Boulevard and under whose direction this highway construction work is being performed, is personally familiar with the matter and I suggest that, if further problems materialize in the future concerning Mr. Roshak's water supply, Mr. Roshak contact Mr. Skelton direct which will facilitate the proper and most expeditious handling of any future problems that [illegible] in character.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:el
cc - W. C. Williams ✓
Forrest Cooper
A. G. Skelton

Enfield

To note & take such
action as necessary

WCW

Clwc

FORM E-30 25M 9-51 82318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 23, 1954

SUBJECT:

To:

Mr. W. C. Williams
Deputy State Highway Engineer
OFFICE

PLEASE RETURN TO
W. C. WILLIAMS

NOTED
W. C. WILLIAMS

Referring to your Assignment 4989 which was brought about by a letter from Enfield referring to the John Roshak water problem on the Portland-Salem Expressway, Skelton advises that most of the trouble has been occasioned by the problems involved in reconstruction of the water system and of the highway. It has not been possible at all times to reconstruct the facilities without some inconvenience. At the present time most of the work has been done and all of it will be completed within the next week. I am sure that Mr. Roshak will then have a much better water system than he had before and one that is workable.

Mr. Roshak seems quite prone to run to his attorney every time he has some minor grievance, and I suggest that Enfield explain to Attorney Kobin that we realize there has been some unavoidable inconvenience, that the reconstruction work is nearing completion, and that if his client will be a bit reasonable and patient the whole matter should be cleared up in the very near future.

I have asked Mr. Skelton to do everything possible to get this man off of our neck and Skelton is cooperating fully. It might be well to suggest to Mr. Roshak that if he has minor complaints in the future that he call Mr. Skelton and I am sure he will get results. We are trying to do a good job for him and this long chain of letters over every minor incident is unnecessary.

Forrest Cooper
Ass't. Construction Engineer

RECEIVED
APR 23 1954
[illegible]

FC:js

Encl.

ASSIGNMENT

Date: April 12, 1954 No. 4989 By WCW

Description: Letter of April 6 by C. W. ~~Enfir~~ Enfield to WCW and copy of letter of April 3 by Norman B. Kobin, Attorney, to Mr. Enfield, also file (5) attached; all re the complaint of Mr. and Mrs. John Roshak, Portland-Salem Expressway

Acknowledged by_____ Referred to Smith ✓

X Investigate and report with recommendation
— Such action as necessary and report
— Comment or recommendation
— Return with rough draft of reply
— Prepare reply for signature of Mr.________
— Contact correspondent and report

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS

Executed 4-23-54 Report Received__________

FORM E-30 25M 9-51 82318

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 6, 1954

NOTED
W. C. WILLIAMS

SUBJECT: R 2601 - Mr. and Mrs. John Roshak
Portland-Salem Expressway

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

PLEASE RETURN TO
W. C. WILLIAMS

Dear Mr. Williams:

By letter to you of November 30, 1953, I enclosed a copy of a letter from Mr. Norman B. Kobin, attorney for Mr. and Mrs. John Roshak, wherein Mr. Kobin called to our attention the fact that the State's contractor, R. A. Heintz Construction Company, had caused dirt and debris to be deposited upon a concrete well box located upon right of way of the Southern Pacific Company, thereby causing the domestic water of the Roshaks to be unusable. You will recall that Mr. and Mrs. John Roshak own property abutting upon the Portland-Salem Expressway, and the Southern Pacific Company right of way at the Cook Overcrossing, and that the Roshaks have used water from this well for many years.

By letter dated December 7, 1953, you advised Mr. Kobin that orders had been issued to the Parker-Johnson Company (bridge contractor) to begin work not later than December 7, 1953, to uncover the box and construct such protection as is necessary to prevent further pollution of the water by the contractor's operations at the Roshak well.

By letter dated February 23, 1954, Mr. Kobin advised that this matter had been taken care of and thanked us for the cooperation extended to him and his client. In this same letter Mr. Kobin advised of a subsequent development wherein the contractor had removed a gate and dam, thereby affecting the water supply used by the Roshaks for irrigation purposes. This matter was subsequently corrected and Mr. Kobin advised.

I am now in receipt of another letter from Mr. Kobin dated April 3, 1954, a copy of which is enclosed herewith, wherein Mr. Kobin further advises that the matter of pollution of the domestic water supply, which was the subject matter of the original correspondence with this office, has not been adequately handled, and that the domestic water has again become muddy. I will appreciate your taking whatever action is necessary to have this matter investigated and corrective action taken.

Yours very truly,

CWEnfield
C. W. ENFIELD
Chief Counsel

CWE:avh
cc - A. G. Skelton
Norman B. Kobin

O
P
Y

NORMAN B. KOBIN
Attorney at Law
Portland Trust Building
Portland 4, Oregon

April 3, 1954

Mr. C. W. Enfield
Chief Counsel
Oregon State Highway Department
Salem, Oregon

Re: 4601 - Mr. and Mrs. John Roshak
Portland-Salem Expressway

Dear Mr. Enfield:

Thank you for your letter of March 30, 1954, relative to the destruction of the supply of water which is used by the Roshaks for irrigation purposes, and your statement as to how this would be corrected. I have this date shown this letter to my client, and he is satisfied with this.

However, he brings to me a more serious matter again. You will recall that our original correspondence was relative to the pollution of his domestic water supply. Apparently nothing has been done on this phase of the corrective work, and Mr. Roshak tells me that since yesterday the water has again become muddy. This must and should be corrected immediately. I really think that the Department should take some affirmative action without delay.

Very truly yours,

(Sgd.) Norman B. Kobin

Norman B. Kobin

NBK:CG
cc : Mr. A. G. Skelton
Division Engineer
Portland Division
Oregon State Highway Department
9200 S. E. McLoughlin Blvd.
Portland, Oregon

ORM E-123 60M REVISED 2-53

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SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

Williams

NOTED
W. C. WILLIAMS

[illegible], 195[illegible]

Mr. [illegible]
Attorney at Law
Portland Trust Building
Portland [illegible], Oregon

[illegible]
Mr. and Mrs. John [illegible]
Portland-Salem Expressway

Dear Mr. [illegible]:

In further response to your letter of February 23, 195[illegible], concerning the complaint of Mr. and Mrs. John [illegible] of Route 1, Box [illegible], [illegible], Oregon, that [illegible] Construction Company, the State's contractor, has torn out a [illegible] dam [illegible] on the east side of the Portland-Salem Expressway, thereby destroying the supply of water which is used by the [illegible] for irrigation purposes, this is to advise that the matter has been fully investigated by our Engineering Department and I am in receipt of a copy of a letter from Mr. [illegible] Shelton, Division Engineer, Portland Division, addressed to Mr. [illegible] Smith, Construction Engineer, concerning this matter, the pertinent part of which I quote herewith for your information, as follows:

> "Lowell Johnston and I met Mr. [illegible] at his place Friday, March 1[illegible], and went over this so-called dam, as well as other problems in connection with the springs underneath the [illegible] Overcrossing that supply the water for [illegible]'s household and irrigation use. The dam referred to consisted of a plank which was put over the upper end of the 1[illegible] inch culvert carrying the south railroad ditch drainage and also drainage which feeds in from south of the railroad right of way above the highway. This culvert was extended on each end to provide for the widened roadway, and the plank apparently was removed when this widening was done. As this culvert is on railroad property, we discussed the matter of blocking the culvert with the railroad company, and as far as we could find out, permission has not been obtained from them for blocking this drainage. There is not any question as to irrigation at this time, of course, and we assured Mr. [illegible] that we would provide a similar plank for his use in blocking this culvert to raise the water level for his irrigation, and also suggested to him that he [illegible], [illegible] this at the time he actually wished to irrigate, and that he also should clear this matter with the railroad company."

I trust that the manner in which Mr. Skelton has handled this matter is satisfactory to you.

Yours very truly,

C. W. ENFIELD
Chief Counsel

cwe;avh
cc - W. C. Williams
H. G. Smith
R. G. Skelton

FORM E-30 25M 9-51 82315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 26, 1954

SUBJECT:

To:

Mr. W. C. Williams
Deputy State Highway Engineer
O f f i c e

W. C. WILLIAMS

Dear Sir:

Reference is made to Assignment No. 4911 concerning the complaint of Mr. and Mrs. John Roshak that the State had torn out a gate and dam and destroyed their irrigation system. Mr. Skelton has investigated this matter and I attach hereto a copy of his report which would indicate that the matter has been adequately taken care of.

Very truly yours,

H. G. Smith
Construction Engineer

By Edwin A Pease
Edwin A. Pease
Construction Office Engineer

EAP:of

FORM E-30 25M 9-51 82318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
March 23rd, 1954

SUBJECT:

To:

Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Reference is made to your letter of March 5th and also to your letter of March 19th, concerning correspondence from our Legal Department and Mr. Norman [illegible]. Ko[illegible]in, attorney for Mr. and Mrs. John Roshak, whose property is located immediately west of the East Portland-Salem Expressway at the Cook Overcrossing.

Lowell Johnston and I met Mr. Roshak at his place Friday March 19th, and went over this so-called dam, as well as other problems in connection with the springs underneath the Cook Overcrossing that supply the water for Roshak's household and irrigation use. The dam referred to consisted of a plank which was put over the upper end of the 18 inch culvert carrying the south railroad ditch drainage and also drainage which feeds in from south of the railroad right of way above our highway. This culvert was extended on each end to provide for the widened roadway, and the plank apparently was removed when this widening was done. As this culvert is on railroad property, we discussed the matter of damming the culvert with the railroad company, and as far as we could find out, permission had not been obtained from them for blocking this drainage. There is not any question as to irrigation at this time, of course, and we assured Mr. Roshak that we could provide a similar plank for his use in blocking this culvert to raise the water level for his irrigation, and also suggested to him that he only set it at the time he actually wished to irrigate, and that he also should clear this matter with the railroad company.

Yours very truly,

A. [illegible]
Division Engineer

[illegible]:w
cc: L. A. Johnston

ASSIGNMENT

Date: March 2, 1954 No. 4911 By WCW

Description: Letter of 2-26-54 by C. W. Enfield to WCW enclosing copy of a letter of 2-23-54 from Mr. Kobin, attorney for the John Roshak's, also a copy of Mr. Enfield's letter of 2-26-54 to Mr. Kobin; all re complaint that R. A. Heintz Constr. Co. has torn out a gate and dam (Port.-Salem Exp.)

Acknowledged by ____ Referred to Smith

___ Investigate and report with recommendation
X Such action as necessary and report
___ Comment or recommendation
___ Return with rough draft of reply
___ Prepare reply for signature of Mr. ________
___ Contact correspondent and report

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS

Executed [illegible] Report Received ____________

FORM E-30 25M 9-51 82315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 26, 1954

SUBJECT: R 4601 - Mr. and Mrs. John Roshak
Portland-Salem Expressway

To:
Mr. W. C. Williams
Deputy State Highway Engineer
Office

PLEASE RETURN TO
W. C. WILLIAMS

Dear Mr. Williams:

Enclosed herewith is a copy of a letter dated February 23, 1954, from Mr. Norman B. Kobin concerning property owned by Mr. and Mrs. John Roshak, which property abuts the Portland-Salem Expressway and the Southern Pacific Company right of way at the Cook overcrossing.

You will note that Mr. Kobin advises that the State's contractor, R. A. Heintz Construction Company, has torn out a gate and dam on the east side of the Portland-Salem Expressway, thereby destroying the water supply which is used by the Roshaks for irrigation purposes. Mr. Kobin further advises that the Roshaks have an established right to this irrigation water, which water right this office has not checked into to confirm; however, I assume Mr. Kobin is properly advised. I will appreciate your having whatever investigation you deem necessary made of this matter so as to correct the same, if in fact our contractor is in fault. If, after investigation, it appears that some legal question is involved, this office will, of course, pursue the matter to whatever extent it is necessary concerning its legal aspects.

I will appreciate being advised of your findings so that I may inform Mr. Kobin as to the action we plan to take.

NOTED
W. C. WILLIAMS

Yours very truly,

CWEnfield
C. W. ENFIELD
Chief Counsel

CWE:avh

FORM E-123 80M REVISED 2-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
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OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

February 26, 1954

Mr. Norman B. Kobin
Attorney at Law
Portland Trust Building
Portland 4, Oregon

Re: R 4601 - Mr. and Mrs. John Roshak
Portland-Salem Expressway

Dear Mr. Kobin:

This will acknowledge receipt of your letter of February 23, 1954, wherein you advise that the R. A. Heintz Construction Company, State's contractor, has torn out a gate and dam on the east side of the Portland-Salem Expressway, thereby destroying the supply of water which is used by Mr. and Mrs. Roshak for irrigation purposes, with respect to which water the Roshaks have an established right.

I am referring this matter to Mr. W. C. Williams, Deputy State Highway Engineer, for investigation and for the taking of whatever corrective action is indicated.

Yours very truly,

C. W. [redacted]
Chief Counsel

CWE:avh
cc - W. C. Williams

C
O
P
Y

NORMAN B. KOBIN
Attorney at Law
Portland Trust Building
Portland 4, Oregon

February 23, 1954

Oregon State Highway Commission
Attention: Mr. Enfield
Legal Department
Salem, Oregon

Dear Sir:

You will recall that some time in November, 1953, I contacted you on behalf of my clients, Mr. and Mrs. John Roshak, of Route 1, Box 142, Tigard, Oregon, at which time they were complaining that R. A. Heintz Construction Company, your prime contractor on the Salem-Hubbard Highway, had dumped various excavation materials upon a concrete well-box located on railroad property from which they secured water for domestic use.

Thanks to the cooperation of your department, this matter has been taken care of.

Another situation has developed however. In doing further work, your prime contractor tore out a gate and dam on the east side of the road, destroying the supply of water which is used by the Roshak's for irrigation purposes. The Roshak's have an established right to this irrigation water, and the action of the prime contractor should be corrected. Mr. Roshak has discussed the matter with Mr. Marshall, your engineer, but he has advised him that it was impossible for him to do anything, and that he should take the matter up directly with the Salem office.

I would therefore request that you look into the matter and determine what can be done for my client.

Yours very truly,

(Sgd.) Norman B. Kobin

Norman B. Kobin

NK:CG

RECEIVED
FOR FILING

Salem, Oregon
April 23, 1954

Construction of Boeckman
Overcrossing, West Portland-
Hubbard Highway, Contract
No. 3648

Mr. C. W. Enfield

Please note the attached letter from H. G. Smith. I would appreciate your advising me whether or not we can assume settlement of this claim against Heintz. If we can legally do so, I would recommend that we attempt to negotiate a settlement with Mr. Koellermeier, as it is apparent that we did not furnish sufficient right of way for the contractor to operate within efficiently.

W. C. Williams

WCW:me

Encl.

RECEIVED
FOR FILING

April 9, 1954

[illegible] Construction Co.
211 S. W. Columbia Bldg.
Portland 11, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on April 1, 1954, had under discussion your request for an extension of time from February 28 to May 31, 1954, both dates inclusive, within which to complete your contract No. 3648 for grading and structures on the Boones Ferry Road-Willamette River Unit, Barbur Blvd.-White School Section of the West Portland-Hubbard Highway in Waschington and Clackamas Counties.

I am pleased to inform you that the Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. G. Skelton,
Division Engineer

Lowell Johnston,
Resident Engineer

H. G. Smith,
Construction Engineer

RECEIVED
MAR 26 1954
FOR FILING

March 25, 1954

Oregon State Highway Commission

Request for extension of time
No. 6
April 1 and 2 Meeting

Gentlemen:

Herewith is a request from E. A. Heintz Construction Co. for an extension of time on the Lower Boones Ferry Road-Willamette River Unit, Contract No. 3048, from February 28, 1954 to May 31, 1954, both dates inclusive.

The work remaining to be done on the contract is comprised mainly of the completion of the fill and topping on the north approach to the Wilsonville Bridge. This work could not be done until the bridge contractor was out of the way, and he has just removed the equipment from the area.

I recommend that the extension be granted without penalty, and Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

HGS: fp

Form E-1—10M

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

Section Boones Ferry Rd. - Willamette River Unit Barbur Blvd. - White School
For Week Ending March 20, 1954
Highway West Portland - Hubbard
Kind of work Grading and Structures
Contractor R. A. Heintz
Section prefix 34 - 1063
Date of contract February 29, 1952
Contract number 3648
Date work started February 11, 1952
Date of completion August 31, 1953
Amount of contract $798,054.37
Estimated date of completion May 31, 1954
Per cent of time elapsed 100%
Estimated cost of completed project, exclusive of engineering $798,054.37
Per cent of contract completed, based on total contract price 99%
Engineering cost to date $64,300, 100%
Date project was completed ...., 19....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

There was no work done during the week.

NOTED
FORREST COOPER

NOTED
SMITH

Signed Lowell A. Johnston by L Nelson
Lowell A. Johnston
Address Portland, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	6.9	6.9			
Miles partially completed					
Miles completed	6.9	6.9			
Total estimated quantities	990,383	12,346		318.01	
Estimated quantities moved or placed to date	990,383	12,346		318.01	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	Clear		
Tuesday	Cloudy		
Wednesday	Showers		
Thursday	"		
Friday	Rain		
Saturday	Rain		

State Printing

RECEIVED
MAR 18 1954
FOR FILING

March 17, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Lower Boones Ferry Road-Willamette River Contract No. 3648, Oregon BFI-303 (4 and 5), from February 28, 1954 to May 31, 1954, inclusive, to R. A. Heintz Construction Company, contractor.

The work remaining to be done on this contract is comprised mainly of the completion of the fill and topping on the north approach to the Wilsonville Bridge. This work could not be done until the bridge contractor was out of the way and he has just removed himself from the area.

I recommend the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

cc H. G. Smith

RECEIVED
FOR FILING

R

February 1, 1954

. . [illegible] Construction Co.
[illegible] . . Columbia Blvd.
Portland 11, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on January 21, 1954, had under discussion your request for an extension of time from November 30, 1953 to February 28, 1954, both dates inclusive, within which to complete your contract No. 36[illegible], covering the [illegible] Ferry Road - Willamette River Unit, [illegible] Rd.- White School Section of the West Portland-Hubbard Highway in Washington and Clackamas Counties.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

[illegible]

Secretary

el

cc: . . Shelton,
Division Engineer

Roswell Johnston,
Resident Engineer

. C. Smith,
Construction Engineer

RECEIVED
DEC 30 1953
FOR FILING

PFI-[illegible] (1)
[illegible] (6)
[illegible]

December 29, 1953

Oregon State Highway Commission

Request for extension of time
No. 8
January 21 and 22 Meeting

Gentlemen:

Herewith is a request from H. A. Heintz Construction Co. for an extension of time on the Boones Ferry Road-Willamette River Unit, Contract No. 3648, from November 30, 1953 to February 28, 1954, both dates inclusive.

The Barbur Boulevard-Boones Ferry Road Unit immediately adjacent to this project on the north requires a connection of sewers with this contract, and this work cannot be completed until the adjacent contractor has performed a certain portion of his work, which work is just now being started. The delay will not inconvenience the paving on this section or cause any additional expense.

I recommend that the extension be granted without penalty and Mr. C. O. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

EAP: fp

RECEIVED
DEC [illegible] 53
FOR FILING

December 21, 1953

United Pacific Insurance Co.
Fiedlity & Surety Dept.
Seattle 14, Washington

Gentlemen:

It is the intention of the State Highway Commission to release to R. A. Heintz Construction Co. a portion of the funds heretofore retained by the Commission on contract No. 3648, covering the Boones Ferry Road-Willamette Unit, Barbur Blvd.-White School Section of the West Portland-Hubbard Highway in Washington and Clackamas Counties.

This payment in the amount of $26,836.49, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $24,[illegible].02. The present payment will be released on or after December 30, 1953.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FM

cc - United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg
Portland 4, Oregon

United Pacific Insurance Co.
Mansfield & Co.
302 Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD
12-21-53

RECEIVED
FOR FILING

December 14th, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Boones Ferry Road-Willamette River Contract #3648, Oregon BFI-303 (4 and 5), from November 30th, 1953, to February 28th, 1954, to the R. A. Heintz Construction Co., contractor.

The Barbur Boulevard-Boones Ferry Road Unit immediately adjacent to this project on the north requires a connection of sewers with this contract, and such work cannot be done until the Rogers Construction Co. has completed a portion of their contract. The delay will not interfere with the paving on this section or cause any inconvenience to this department.

I recommend the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

R

cc to: H. G. Smith

RECEIVED
FOR FILING
FORM E-30 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Portland, Oregon
October 22nd, 1953

SUBJECT:

NO.
H. C. WILLIAM

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Attn: Forrest Cooper

Dear Sir:

Reference is made to your letter of October 21st, advising that the Boones Ferry Road-Willamette River contract to the R. A. Heintz Construction Company is getting dangerously near the dead line on finances.

Confirming our conversation of this date on this situation, my report of September 30, 1953 advises that our estimate at that time indicated an overrun of approximately $45,000.00, which would slightly exceed the 5% tolerance. There has been no material change since that time, and our present estimate indicates the overrun would be right at 5%. As I mentioned in my letter of September 30th, we do have some intangibles such as the claim from R. A. Heintz for additional expense due to picking up coarse material from the topping after it has been processed on the grade. We will not have our exact figures until this claim has been acted on, and until we have completed our remeasurement. We are watching this job very closely, and will keep you advised of any changes in its status.

Yours very truly,

A. G. SKELTON
Division Engineer

1953

AGS:w
cc: L. A. Johnston

REFERRED TO
By Ass't. Construction Engineer

NOTED
FORREST CO

RECEIVED
OCT 23 1953
CONS

RECEIVED

FOR FILING

EFI-303(1)

30[illegible]

3645

R. A. Heintz Construction Co.

Contract Number	o/o Complete	Probable Date of Completion
3881	75% Est. #6 10-10-53	July 31, 1954
3648	98% Est. #15 10-10-53	Nov. 30, 1953

FORM E-30 37,500 4-52 86808

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

October 21, 1953

SUBJECT:

To:

Mr. A. G. Skelton
Division Engineer
State Highway Dept.
Portland, Oregon

NOTED

Dear Sir:

I notice that the Boones Ferry Road-Willamette River Unit of the Barbur Boulevard-White School Section, R. A. Heintz Construction Company project, is getting dangerously near the deadline on finances.

Will you please study this job to be sure it will be in the 5% limitation, and give us a reply.

Very truly yours,

H. G. Smith
Construction Engineer

By Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:js

cc W. C. Williams ✓

RECEIVED
FOR FILING

October 15, 1953

R. A. Heintz Construction Co.
211 N. E. Columbia Blvd.
Portland 11, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on September 24, 1953, had under discussion your request for an extension of time from August 31 to November 30, 1953 within which to complete your contract No. 3648, for the Boones Ferry Road-Willamette River Unit, Barbur Blvd.-White School Section of the West Portland-Hubbard Highway in Washington and Clackamas Counties.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

gl

cc: A. G. Skelton,
Division Engineer

Lowell Johnston,
Resident Engineer

H. G. Smith,
Construction Engineer

Form E-81—10M—8-53

OREGON STATE HIGHWAY DEPARTMENT
Materials Division

LABORATORY REPORT

Project	Boones Ferry Rd.-Willamette R.	Prefix No.	34-1063
Highway 353(5)	W. Portland-Hubbard	County	Wash., Clack.
Contractor	R. A. Heintz Const. Co. Contract No. 3648	F. A. Project No.	B I-353(4)(5)
3648 Submitted by	Lowell A. Johnston	Date reported	Oct 12 1953

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material	Wilsonville Borrow Area	Sampled at	Sta. 652+50
To be used	Sel. Roadbed Topping	Date received	Oct 9 1953
Sampled by	Lester Clinefelter	Quantity represented	

NOTED
W. C. WILLIAMS

TEST RESULTS

Laboratory No. 320450 Type of material Gravel
Data Sheet No. A-29276 Screen opening: To ¼": Sq.; ¼" and below: Square:

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
6	0	0	
5	8.2	8.2	
4	13.5	21.7	
3	13.9	35.6	
2	8.8	44.4	
1½	10.0	54.4	
1	12.9	67.3	
3/4	4.8	72.1	
1/2	6.5	78.6	
1/4	7.6	86.2	
10	5.5	91.7	
40	2.8	94.5	
P40	5.5	5.5	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler		
Specific gravity (Le Chatelier)		
Unit weight, dry rodded, lbs. per cubic foot		
Unit weight, loose, lbs. per cubic foot		
Fineness factor		
Sodium sulfate test, per cent loss		
Asphalt stripping: Natural fines		
Manufactured fines		
Plasticity index: Natural fines	7	%
Manufactured fines		%
Liquid limit: Natural fines	31	%
Manufactured fines		%

RECOMMENDATIONS

Material as represented by this sample .... suitable for use. Excess P. I.

TEST REPORT DISTRIBUTION:

- x Bureau of Public Roads
- x Construction Engineer
- Maintenance Engineer
- Bridge Engineer
- Requisition Office
- x Division Engineer Shelton
- x Resident Engineer L. Johnston
- Dist. Maint. Supt.
- Foreman
- x Files
- x W. C. Williams

Engineer of Materials

State Printing 66226

Form E-61—15M—5-53

GON STATE HIGHWAY DEPARTM T
Materials Division

LABORATORY REPORT

BF1-303(4)
303(5)

Project	Boones Ferry Rd.-Willamette R.	Prefix No.	34-1063
Highway	Portland-Hubbard	County	Wash., Clack.
Contractor	R. A. Heintz Const. Co.	F. A. Project No.	BFI-303(4)(5)
Submitted by	W. C. Hill	Date reported	Oct 9 1953

Contract No. 3648

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material Roadway Sta. 427 centerline north bound lane

Sampled at 0-1' depth

Date received Oct 9 1953

Quantity represented

To be used Base surf.

Sampled by W. C. Hill

TEST RESULTS

Laboratory No. 320371

Data Sheet No. A-17395

Type of material Gravel

Screen opening: To ¼": Rd.; ¼" and below: Square:

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
4	0	0	
3	5.6	5.6	
2	11.4	17.0	
1½	12.0	29.0	
1	15.1	44.1	
3/4	7.9	52.0	
1/2	10.0	62.0	
1/4	13.7	75.7	
10	9.5	85.2	
40	4.6	89.8	
P40	10.2	10.2	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler

Specific gravity (Le Chatelier)

Unit weight, dry rodded, lbs. per cubic foot

Unit weight, loose, lbs. per cubic foot

Fineness factor

Sodium sulfate test, per cent loss

Asphalt stripping: Natural fines

Manufactured fines

Plasticity index: Natural fines 9 %

Manufactured fines %

Liquid limit: Natural fines 31 %

Manufactured fines %

RECOMMENDATIONS

Material as represented by this sample is not suitable for use. Excess P. I.

TEST REPORT DISTRIBUTION:

- x Bureau of Public Roads
- x Construction Engineer
- Maintenance Engineer
- Bridge Engineer
- Requisition Office
- x Division Engineer Shelton
- x Resident Engineer L. Johnston
- Dist. Maint. Supt.
- Foreman
- x Files
- x W. C. Williams

Engineer of Materials

State Printing 60336

FORM 2-30X 25M 8-51

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon

[illegible], 1953

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. [illegible] G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Attn: Forrest Cooper

Dear Sir:

Under date of September 28, 1953 you wrote advising that the last monthly estimate on the Barbur Boulevard-White School Section, contract 3648 to R. A. Heintz indicated that the project would overrun the authorization by about 4-1/2%. You called this matter to my attention so that steps could be taken to keep this project within the allowable overrun.

Some time ago I asked Lowell Johnston to make up a complete report on this contract, as it appeared that we were in danger of exceeding the allowable overrun on the project. I am enclosing an estimate prepared by Johnston on our Monthly Project Cost Report form. You will note that the original authorization of $769,326.19 was increased by Commission action to $859,326.19, or an additional authorization of $90,000.00 due to additional work added in Price Agreement No. 2 for the construction of the approaches to the various overpasses on this project, which were originally shown as grade connections. At the time the Boeckman Road Overcrossing was authorized by the Commission, the additional grading, surfacing, etc. required for approaches to this overcrossing, amounting to approximately $28,000.00 were added, but without any increase in authorization. Price Agreement No. 8 in the amount of $30,000.00 (estimated) for crushing topping material taken from the Wilsonville pit also does not carry any increase in authorization. R. A. Heintz discussed a possible claim with Mr. Williams for about $4,000.00 of additional expense due to picking up course material from the Wilsonville pit used in the topping.

While these figures, of course, are not final or exact, it does indicate an overrun of approximately $45,000.00, which would slightly exceed the 5% tolerance. There does not appear to be any method of materially reducing the total cost of this job. We do have a State Force Order for seeding and planting slopes on which some money has been expended, and probably considerably more should be expended this fall to prevent serious winter erosion of our slopes. It is possible that a little saving might be made in this item, as part of the work will not be done until spring. Engineering expense has been somewhat high, but has been held to a minimum. It is not believed that this could be kept much under the $67,000.00 estimate.

Yours very truly,

A. G. SKELTON
Division Engineer

A[illegible]:w
Encl.
cc: L. A. Johnston

NOTED
FORREST COOPER

RECEIVED
FOR FILING

[illegible]
[illegible]
3606

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
September 28, 1953

NOTED
W. C. WILLIAMS

To:
Mr. A. G. Skelton
Division Engineer
State Highway Dept.
Portland, Oregon

SUBJECT:

Dear Sir:

I note the last monthly estimate on the Barbur Boulevard-White School contract, R. A. Heintz, contractor, which indicates that project will overrun 4.5%.

While this is still under the allowable amount, I call the matter to your attention so that you may exercise the necessary control to see that it does not exceed the allowable amount. We have been strictly charged to see that projects are held within the authorization or that explanations are made well in advance of overruns.

Very truly yours,

H. G. Smith
Construction Engineer

By

Forrest Cooper
Ass't. Construction Engineer

FC:js

cc W. C. Williams

RECEIVED
FOR FILING

[illegible]

September 22, 1953

Oregon State Highway Commission

Request for extension of time
No. 31
September 24 and 25 Meeting

Gentlemen:

Herewith a request from the R. A. Heintz Construction Co. for an extension of time on the Boones Ferry Road-Willamette River Unit, Contract #3648, from August 31, 1953 to November 30, 1953.

Reasons for the overruns in time are extremely wet weather in the spring and the addition of considerable quantities required to construct approaches and service road not originally specified in the contract.

Because of the added work the delay was not the contractor's fault and I recommend that the extension be granted without penalty. Mr. C. J. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

EAP fp

RECEIVED
SEP 17 1953
FOR FILING

BFI-303(4)
303(5)
31-18

September 16th, 1953

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Boones Ferry Road-Willamette River Contract #3648, Oregon BFI-303(4) and 303(5), from August 31st, 1953, to November 30th, 1953, to the R. A. Heints Construction Company, contractors.

Partial reason for the overrun was the extremely wet weather in the spring, and due to the adding of additional quantities required to construct approaches and service roads not originally required in the contract, the contractor was delayed to a considerable extent.

It is our belief that the overrun was not the fault of the contractor for the reasons stated above, and I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

H

cc to: H. G. Smith

Form PR 2 (Revised 1950)

R8 14

State Oregon

Project No. EFI-303(4)

Federal Aid Bond Issue

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 13th day of August, 1953, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 21st day of September, 1951, a program, which was approved on the 1st day of November, 1951, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Bureau of Public Roads on the 16th day of January, 1952; and

Whereas the Division Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of three hundred ninety-seven thousand and 00/100 dollars ($397,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Proceeds of Bonds authorized by Chapter 491, Oregon Laws 1951, viz.: (Include date and citation of act of legislature by which authorized)

~~(b) From other sources~~

Issue	Amount	Date of Issue	Beginning Date of Maturities
First	$15,000,000	Oct. 1, 1951	Oct. 1, 1952
Second	15,000,000	Mar. 1, 1952	Mar. 1, 1953
Third	10,000,000	Mar. 1, 1953	Mar. 1, 1954

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 204+00 in the SE 1/4, Section 13, T-2-S, R-1-W, W.M. and survey station 572+42 in the SE 1/4, Section 23, T-3-S, R-1-W, W.M., except stations 220+50 to 223+10, 246+27 to 247+27, and 536+48.67 to 537+48.67, length 6.888 miles, in Clackamas and Washington Counties being Oregon Federal Aid Bond Issue/project No. BFI-303(4), consisting of 6.888 miles of roadway and one bridge~~s, each~~ of more than 20 feet clear span, of no net mileage. ~~[illegible] mile in length~~.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of three hundred ninety-seven thousand and 00/100 dollars ($397,000.00), which does not exceed the authorized Federal pro rata share of six hundred eighty-nine thousand two hundred forty-four and 05/100 dollars ($689,244.05), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. No payments hereunder will be made to the State as the construction of said project progresses or immediately upon its completion, and no present or immediate obligation is created by this agreement against Federal-aid funds apportioned and now unobligated and available to the State, the purpose and intent of this agreement being to provide aid to the State, as authorized by section 5 of the Federal-Aid Highway Act of 1950, in retiring annual maturities of the principal indebtedness of the bonds mentioned in Article I hereof, and as such bonds mature annually and the State requests Federal reimbursement pursuant hereto to aid in meeting such annual maturities and certifies that such bonds have been retired the Bureau of Public Roads will submit vouchers to the Secretary of the Treasury for payment to the State Treasurer, hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon, of such sums based on such annual maturities as the State shall request and as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. If in any year no Federal funds apportioned to the State shall be unobligated and available from which payments hereunder may be made there shall be no obligation on the part of the Federal Government hereunder on account of bond maturities for that year.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Bureau of Public Roads.

AUG 17 1923

Oregon State Highway Department Federal Aid Project No. BFI-303 (4)

BOONES FERRY ROAD-WILLAMETTE RIVER UNIT
OF THE BARBUR BOULEVARD-WHITE SCHOOL SECTION
ON THE WEST PORTLAND-HUBBARD HIGHWAY
IN WASHINGTON AND CLACKAMAS COUNTIES

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 19, 1953

Type Code 0011
Roadway (Sta. 204+00 to 572+42)(Contract No. 3648)

All Required		Clearing and Grubbing		
3,300	cu. yds.	Structural Excavation, Unclassified		$ 50,000.00
350	cu. yds.	Trench Excavation, Unclassified	$ 2.50	8,250.00
845,000	cu. yds.	General Excavation, Unclassified	2.00	700.00
2,000,000	yd. sta.	Short Overhaul	0.345	291,525.00
101,000	C-yd. sta.	Long Overhaul	0.009	18,000.00
351,000	yd. mi.	Truck Haul, Embankment Measure	0.35	35,350.00
62,000	yd. mi.	Truck Haul	0.16	56,160.00
6,500	cu. yds.	Excavating and Placing Topsoil	0.17	10,540.00
200	yd. mi.	Truck Haul on Topsoil	0.80	5,200.00
6.90	miles	Finishing Roadbed and Slopes	0.25	50.00
19,000	lin. ft.	Rounding Cutbanks	700.00	4,830.00
1,250	lin. ft.	12-inch Corrugated Metal Pipe	0.15	2,850.00
700	lin. ft.	6-inch Perforated Metal Drain Pipe, Coated	2.75	3,437.50
330	lin. ft.	8-inch Perforated Metal Drain Pipe, Coated	1.65	1,155.00
6,000	lin. ft.	18-inch Concrete Pipe	2.00	660.00
1,000	lin. ft.	24-inch Concrete Pipe	3.75	22,500.00
280	lin. ft.	36-inch Concrete Pipe	4.25	4,250.00
2,340	lin. ft.	12-inch Sewer Pipe	8.00	2,240.00
140	lin. ft.	Salvaging Culvert Pipe	2.00	4,680.00
150	cu. yds.	3/8" - 0 Backfill in Drains	2.00	280.00
2	only	Concrete Manholes	5.00	750.00
9	only	Concrete Catch Basins	300.00	600.00
130	cu. yds.	Class "A" Concrete in Box Culverts	125.00	1,125.00
18,400	lbs.	Metal Reinforcement	59.00	7,670.00
80	only	Concrete Sight Posts	0.11	2,024.00
70	lin. ft.	Metal Guard Rail	11.00	880.00
5,800	cu. yds.	3/4" - 0 Material in Leveling Course	4.00	280.00
			3.50	20,300.00

1,000	M-gal.	Sprinkling	$ 2.25	$ 2,250.00
4.42	miles	Preparation of Base	200.00	884.00
550	cu. yds.	3/4" - 0 Material in Binder Course	4.30	2,365.00
1,500	cu. yds.	Furnishing and Placing Aggregates	5.90	8,850.00
90	tons	Furnishing and Placing RC-3 Asphalt	42.00	3,780.00
100	tons	Furnishing and Placing 150-200 Asphalt	40.00	4,000.00
60	tons	Furnishing and Placing RS-1 Emulsified Asphalt	44.00	2,640.00
			Subtotal	$581,055.50
			10% Engr. & Cont.	58,105.55
			Total	$639,161.05

Type Code X721
Boeckman Road Undercrossing (Sta. 484+33.7) (Contract No. 3859)

280	cu. yds.	Structural Excavation	$ 5.00	$ 1,400.00
10	cu. yds.	Structural Excavation Below Elevation Shown	5.00	50.00
2,400	lin. ft.	Furnish Treated Piling	1.25	3,000.00
72	only	Drive Piles	45.00	3,240.00
420	cu. yds.	Class "A" Concrete	60.00	25,200.00
108,000	lbs.	Metal Reinforcement	0.10	10,800.00
240	sq. yds.	Concrete Slab Riprap	7.00	1,680.00
80	lin. ft.	6-inch Metal Drain Pipe	2.00	160.00
			Subtotal	$ 45,530.00
			10% Engr. & Cont.	4,553.00
			Total	$ 50,083.00

Length of Roadway	6.888 miles
Length of Structures	0.087 mile (Exceptions)
Length of Boeckman Undercrossing	0.000 mile
Total Length	6.975 miles
Cost per mile, Roadway	$92,793.41

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$639,161.05	$368,152.00	$271,009.05
Structure	50,083.00	28,848.00	21,235.00
	$689,244.05	$397,000.00	$292,244.05

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939; Chap. 491, laws 1951
State Funds for Maintenance: Chap. 529, laws 1939

Oregon State Highway Department

Federal Aid Project No. BFI-303 (4)

BOONES FERRY ROAD-WILLAMETTE RIVER UNIT OF THE BARBUR BOULEVARD-WHITE SCHOOL SECTION ON THE WEST PORTLAND-HUBBARD HIGHWAY IN WASHINGTON AND CLACKAMAS COUNTIES

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, February 2, 1953

Type Code 0011
Roadway (Sta. 204+00 to 572+42) (Contract No. 3648)

All Required		Clearing and Grubbing		$ 50,000.00
3,300	cu. yds.	Structural Excavation, Unclassified	$ 2.50	8,250.00
350	cu. yds.	Trench Excavation, Unclassified	2.00	700.00
845,000	cu. yds.	General Excavation, Unclassified	0.345	291,525.00
2,000,000	yd. sta.	Short Overhaul	0.009	18,000.00
101,000	C-yd. sta.	Long Overhaul	0.35	35,350.00
351,000	yd. mi.	Truck Haul, Embankment Measure	0.16	56,160.00
62,000	yd. mi.	Truck Haul	0.17	10,540.00
6,500	cu. yds.	Excavating and Placing Topsoil	0.80	5,200.00
200	yd. mi.	Truck Haul on Topsoil	0.25	50.00
6.90	miles	Finishing Roadbed and Slopes	700.00	4,830.00
19,000	lin. ft.	Rounding Cutbanks	0.15	2,850.00
1,250	lin. ft.	12-inch Corrugated Metal Pipe	2.75	3,437.50
700	lin. ft.	6-inch Perforated Metal Drain Pipe, Coated	1.65	1,155.00
330	lin. ft.	8-inch Perforated Metal Drain Pipe, Coated	2.00	660.00
6,000	lin. ft.	18-inch Concrete Pipe	3.75	22,500.00
1,000	lin. ft.	24-inch Concrete Pipe	4.25	4,250.00
280	lin. ft.	36-inch Concrete Pipe	8.00	2,240.00
2,340	lin. ft.	12-inch Sewer Pipe	2.00	4,680.00
140	lin. ft.	Salvaging Culvert Pipe	2.00	280.00
150	cu. yds.	3/8" - 0 Backfill in Drains	5.00	750.00
2	only	Concrete Manholes	300.00	600.00
9	only	Concrete Catch Basins	125.00	1,125.00
130	cu. yds.	Class "A" Concrete in Box Culverts	59.00	7,670.00
18,400	lbs.	Metal Reinforcement	0.11	2,024.00
80	only	Concrete Sight Posts	11.00	880.00
70	lin. ft.	Metal Guard Rail	4.00	280.00

5,800	cu. yds.	3/4" - 0 Material in Leveling Course		
1,000	M-gal.	Sprinkling	$ 3.50	$ 20,300.00
4.42	miles	Preparation of Base	2.25	2,250.00
550	cu. yds.	3/4" - 0 Material in Binder Course	200.00	884.00
1,500	cu. yds.	Furnishing and Placing Aggregates	4.30	2,365.00
90	tons	Furnishing and Placing RC-3 Asphalt	5.90	8,850.00
100	tons	Furnishing and Placing 150-200 Asphalt	42.00	3,780.00
60	tons	Furnishing and Placing RS-1 Emulsified Asphalt	40.00	4,000.00
			44.00	2,640.00
		Subtotal		$581,055.50
		10% Engr. & Cont.		58,105.55
		Total		$639,161.05

Type Code X721
Boeckman Road Undercrossing (Sta. 424+33.7)

280	cu. yds.	Structural Excavation		
10	cu. yds.	Structural Excavation Below Elevation Shown	$ 7.50	$ 2,100.00
2,400	lin. ft.	Furnish Treated Piling	10.00	100.00
72	only	Drive Piles	1.50	3,600.00
420	cu. yds.	Class "A" Concrete	60.00	4,320.00
108,000	lbs.	Metal Reinforcement	62.50	26,250.00
240	sq. yds.	Concrete Slab Riprap	0.11	11,880.00
80	lin. ft.	6-inch Metal Drain Pipe	7.00	1,680.00
			2.00	160.00
		Subtotal		$ 50,090.00
		10% Engr. & Cont.		5,009.00
		Total		$ 55,099.00

Length of Roadway	6.888 miles
Length of Structures	0.087 mile (Exceptions)
Length of Boeckman Undercrossing	0.000 mile
Total Length	6.975 miles
Cost per mile, Roadway	$92,793.41

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$639,161.05	$365,493.00	$273,668.05
Structure	55,099.00	31,507.00	23,592.00
	$694,260.05	$397,000.00	$297,260.05

(7)

Oregon State Highway Department

Federal Aid Project
No. BFI-303 (4)

BOONES FERRY ROAD-WILLAMETTE RIVER UNIT

OF THE BARBUR BOULEVARD-WHITE SCHOOL SECTION

ON THE WEST PORTLAND-HUBBARD HIGHWAY

IN WASHINGTON AND CLACKAMAS COUNTIES

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, January 30, 1953

Type Code 0011
Roadway (Sta. 204+00 to 572+85) (Contract No. 3648)

All Required		Clearing and Grubbing		$ 50,000.00
3,300	cu. yds.	Structural Excavation, Unclassified	$ 2.50	8,250.00
350	cu. yds.	Trench Excavation, Unclassified	2.00	700.00
845,000	cu. yds.	General Excavation, Unclassified	0.345	291,525.00
2,000,000	yd. sta.	Short Overhaul	0.009	18,000.00
101,000	C-yd. sta.	Long Overhaul	0.35	35,350.00
351,000	yd. mi.	Truck Haul, Embankment Measure	0.16	56,160.00
62,000	yd. mi.	Truck Haul	0.17	10,540.00
6,500	cu. yds.	Excavating and Placing Topsoil	0.80	5,200.00
200	yd. mi.	Truck Haul on Topsoil	0.25	50.00
6.90	miles	Finishing Roadbed and Slopes	700.00	4,830.00
19,000	lin. ft.	Rounding Cutbanks	0.15	2,850.00
1,250	lin. ft.	12-inch Corrugated Metal Pipe	2.75	3,437.50
700	lin. ft.	6-inch Perforated Metal Drain Pipe, Coated	1.65	1,155.00
330	lin. ft.	8-inch Perforated Metal Drain Pipe, Coated	2.00	660.00
6,000	lin. ft.	18-inch Concrete Pipe	3.75	22,500.00
1,000	lin. ft.	24-inch Concrete Pipe	4.25	4,250.00
280	lin. ft.	36-inch Concrete Pipe	8.00	2,240.00
2,340	lin. ft.	12-inch Sewer Pipe	2.00	4,680.00
140	lin. ft.	Salvaging Culvert Pipe	2.00	280.00
150	cu. yds.	3/8" - 0 Backfill in Drains	5.00	750.00
2	only	Concrete Manholes	300.00	600.00
9	only	Concrete Catch Basins	125.00	1,125.00
130	cu. yds.	Class "A" Concrete in Box Culverts	59.00	7,670.00
18,400	lbs.	Metal Reinforcement	0.11	2,024.00
80	only	Concrete Sight Posts	11.00	880.00
70	lin. ft.	Metal Guard Rail	4.00	280.00

5,800	cu. yds.	3/4" - 0 Material in Leveling Course	$ 3.50	$ 20,300.00
1,000	M-gal.	Sprinkling	2.25	2,250.00
4.42	miles	Preparation of Base	200.00	884.00
550	cu. yds.	3/4" - 0 Material in Binder Course	4.30	2,365.00
1,500	cu. yds.	Furnishing and Placing Aggregates	5.90	8,850.00
90	tons	Furnishing and Placing RC-3 Asphalt	42.00	3,780.00
100	tons	Furnishing and Placing 150-200 Asphalt	40.00	4,000.00
60	tons	Furnishing and Placing RS-1 Emulsified Asphalt	44.00	2,640.00
			Subtotal	$581,055.50
			10% Engr. & Cont.	58,105.55
			Total	$639,161.05

Type Code X721
Boeckman Road Undercrossing (Sta. 484+33.7)

280	cu. yds.	Structural Excavation	$ 7.50	$ 2,100.00
10	cu. yds.	Structural Excavation Below Elevation Shown	10.00	100.00
2,400	lin. ft.	Furnish Treated Piling	1.50	3,600.00
72	only	Drive Piles	60.00	4,320.00
420	cu. yds.	Class "A" Concrete	62.50	26,250.00
108,000	lbs.	Metal Reinforcement	0.11	11,880.00
240	sq. yds.	Concrete Slab Riprap	7.00	1,680.00
80	lin. ft.	6-inch Metal Drain Pipe	2.00	160.00
			Subtotal	$ 50,090.00
			10% Engr. & Cont.	5,009.00
			Total	$ 55,099.00

Length of Roadway	6.897 miles
Length of Structures	0.087 mile (Exceptions)
Length of Boeckman Undercrossing	0.000 mile
Total Length	(6.984) miles
Cost per mile, Roadway	$92,672.32

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$639,161.05	$365,493.00	$273,668.05
Structure	55,099.00	31,507.00	23,592.00
	$694,260.05	$397,000.00	$297,260.05

Oregon State Highway Department

Federal Aid Project No. HPI-303 (4)

BOONES FERRY ROAD–WILLAMETTE RIVER UNIT
OF THE [illegible] [illegible]–[illegible] SCHOOL SECTION
OF THE WEST PORTLAND–HUBBARD HIGHWAY
IN WASHINGTON AND CLACKAMAS COUNTIES

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 11, 1952

Type Code 0011
Roadway (Sta. 204+00 to 572+85)

All Required		Clearing and Grubbing		$ 75,000.00
3,300	cu. yds.	Structural Excavation, Unclassified	$ 3.00	9,900.00
350	cu. yds.	Trench Excavation, Unclassified	3.00	1,050.00
845,000	cu. yds.	General Excavation, Unclassified	0.44	371,800.00
2,000,000	yd. stas.	Short Overhaul	0.015	30,000.00
101,000	C-yd. stas.	Long Overhaul	0.40	40,400.00
351,000	yd. mi.	Truck Haul, Embankment Measure	0.18	63,180.00
62,000	yd. mi.	Truck Haul	0.16	9,920.00
6,500	cu. yds.	Excavating and Placing Topsoil	1.50	9,750.00
200	yd. mi.	Truck Haul on Topsoil	0.20	40.00
6.90	miles	Finishing Roadbed and Slopes	1,000.00	6,900.00
19,000	lin. ft.	Rounding Cutbanks	0.15	2,850.00
1,250	lin. ft.	12-inch Corrugated Metal Pipe	3.00	3,750.00
700	lin. ft.	6-inch Perforated Metal Drain Pipe, Coated	2.00	1,400.00
330	lin. ft.	8-inch Perforated Metal Drain Pipe, Coated	2.25	742.50
6,000	lin. ft.	18-inch Concrete Pipe	3.50	21,000.00
1,000	lin. ft.	24-inch Concrete Pipe	4.75	4,750.00
280	lin. ft.	36-inch Concrete Pipe	10.00	2,800.00
2,340	lin. ft.	12-inch Sewer Pipe	2.25	5,265.00
140	lin. ft.	Salvaging Culvert Pipe	2.00	280.00
150	cu. yds.	3/4" - 0 Backfill in Drains	4.00	600.00
2	only	Concrete Manholes	250.00	500.00
9	only	Concrete Catch Basins	75.00	675.00
130	cu. yds.	Class "A" Concrete in Box Culverts	60.00	7,800.00
18,400	lbs.	Metal Reinforcement	0.15	2,760.00
80	only	Concrete Light Posts	10.00	800.00
70	lin. ft.	Metal Guard Rail	3.50	245.00

5,800	cu. yds.	3/4" - 0 Material in Leveling Course	$ 2.75	$ 15,950.00
1,000	M-gals.	Sprinkling	2.50	2,500.00
4.42	miles	Preparation of Base	200.00	884.00
550	cu. yds.	3/4" - 0 Material in Binder Course	3.75	2,062.50
1,500	cu. yds.	Furnishing and Placing Aggregates	3.75	5,625.00
90	tons	Furnishing and Placing RC-3 Asphalt	40.00	3,600.00
100	tons	Furnishing and Placing 150-200 Asphalt	38.00	3,800.00
60	tons	Furnishing and Placing RS-1 Emulsified Asphalt	42.00	2,520.00
			Subtotal	$711,099.00
			10% Engr. & Cont.	71,109.90
			Total	$782,208.90

Length of Roadway	6.897 miles
Length of Structures	.087 mile
Total Length	6.984 miles
Cost per mile, Roadway	$113,412.91

Federal Funds- -	$485,000.00
State Funds- -	297,208.90
	$782,208.90

BOECKMAN ROAD UNDERCROSSING

PROJECT NO. BFI-303 (4)

All necessary rights of way or rights of entry have been acquired for this project.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

February 2, 1953

COPY

FI-3[illegible](4) SUITE 311-314
WASHINGTON AT THIRD AVENUE

3648

NORMAN B. KOBIN
ATTORNEY AT LAW
314 SPALDING BUILDING
PORTLAND 4, OREGON

TELEPHONE
BEacon 1108

July 1, 1953

W. C. WILLI

R. A. Heintz Construction Company
211 N. E. Columbia Blvd.
Portland, Oregon

Gentlemen:

The writer represents Mr. and Mrs. John Roshak, the owners of real property adjacent to the State of Oregon right of way on the Hubbard-Salem Section of the Pacific Highway, in Washington County, Oregon. Their address is Rt. 1, Box 142, Tigard.

They complain that in your clearing operations you wilfully and in utter disregard of their property rights caused trees and debris to be put upon their property, damaging same and prohibiting the use thereof. You have also failed to remove same upon demand.

Demand is made upon you for the immediate removal of these trees and debris. Unless this is done legal action will follow.

Very truly yours,

Norman B. Kobin

NBK/mlf
CC: State Highway Commission
Office of the Secretary
Salem, Oregon

3648

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 20th, 1953

SUBJECT:

To: Mr. A. G. Skelton
Division Engineer
State Highway Department
P. O. Box 4699, Sellwood Station
Portland 2, Oregon

Dear Sir:

Herewith copy of a letter from Mr. E. H. Clymer relative to the R. A. Heintz Construction Company's claim for additional compensation for the construction of sand drains by Price Agreement #1 on the Boones Ferry Road-Willamette River Project, Contract #3648.

Please prepare a revised price agreement to conform to Mr. Clymer's letter allowing Heintz the additional price of $0.15 per lineal foot. The price agreement should be marked "Revised Price Agreement #1" and made out in conformity with the usual method for price agreements, securing Heintz's signature and approving it yourself. It will then be substituted for the original price agreement.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR
Enc.

cc to: W. C. Williams

FORM E-30 25M 9-51 82319

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 14th, 1953

SUBJECT:

To: Mr. H. G. Smith
Construction Engineer
Office

Attention: Forrest Cooper

Dear Sir:

Reference is made to the R. A. Heintz Construction Company's claim for additional compensation in the amount of $2,227.06 for the construction of sand drains by Price Agreement No. 1 on the Boones Ferry Road-Willamette River Project, Contract #3648.

The contractor bid on 7,800 lineal feet of vertical sand drain, and only 4,793 lineal feet was constructed, an underrun of 39%. The average depth of hole was reduced from the estimated average of 40 feet to an average of 20 feet, and more holes were required than anticipated. Additional movement of equipment was required, which slowed up progress and increased the cost.

The contractor based the amount of his claim on Force Account rates, which are higher than actual costs.

I discussed this claim with Mr. Heintz, and he will settle if the price agreement is increased $0.15 per lineal foot of sand drain constructed. This increase would change the unit price in the price agreement from $1.25 per lineal foot to $1.40 per lineal foot and would amount to 4,793 lineal feet at $0.15, or $718.95.

The contractor is undoubtedly entitled to some adjustment, as the work was materially changed, which increased the cost.

Very truly yours,

E H Clymer
E. H. Clymer
Chief Cost Analyst

EHC:AR

24, 1953 **ASSIGNMENT**

No. 4099
By WCW

Description: Letter from R. A. Heintz Constr.Co.,8101 N.E. Union Ave. Portland,Ore., dated 3-21-53, re their Contract No. 3648, and in which they inclose a cost breakdown of driving sand drains. The breakdown shows a loss for which they seek reimbursement of $2,227.06.

Acknowledged by _____ Referred to Mr. H. G. Smith

XXX Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply **PLEASE RETURN TO**
Please prepare for **W. C. WILLIAMS** signature

Assignment executed 5-22-53 Report received ________
me

Remarks:

R. A. HEINTZ CONSTRUCTION CO.

Highway and General Contractors

PHONE: TRinity 1172

8101 N. E. UNION AVENUE
PORTLAND 11, OREGON

March 21, 1953

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Reference is made to R. A. Heintz Construction Company's Contract No. 3649 for Grading and Structures on the Boones Ferry Road-Willamette River Unit and Barbur Boulevard-White School Sections of the West Portland-Hubbard Highway in Washington and Clackamas Counties.

Under the referenced Contract on May 7, 1952, because of latent sub-surface conditions not foreseeable at the time of award of the Contract, we agreed to construct an estimated 7800 Lineal Feet of Vertical Sand Drains requiring an estimated 600 Cubic Yards of Sand. These Vertical Sand Drains, as described by Extra Agreement No. 1, were to be "approximately" 40 Lineal Feet in depth.

If the sand drains had been constructed upon the estimated basis there would have been approximately 195 sand drains required. Our agreed price for this work was based upon this assumption.

As the work was actually accomplished under the direction of the Engineer only 4,793 lineal feet of Sand Drains were required but a total of 264 Sand Drains were constructed. The average depth of the sand drains actually constructed was only 17.77 lineal feet.

Because of the additional moves required by the changed nature of the work, we failed to achieve our estimated production and consequently suffered a loss on the work.

Our cost records, as submitted to your cost section in August 1952, indicates the following cost breakdown which includes a percentage for overhead, profit, taxes and insurance:

PLEASE RETURN TO
W. C. WILLIAMS

W. C. WILLIAMS

DRIVE SAND DRAINS

Labor and Supervision			
Labor:			
Pile drivers	748.40		
Mechanic & laborers	731.60	1,480.00	
Foreman		540.00	
		2,020.00	
Plus 8.3% payroll taxes		167.66	
		2,187.66	
Plus 15% overhead, taxes, profit & insurance		328.15	2,515.81
Rentals:			
Shovel 21 days - fully oper.	2,940.00		
Pile drive lead	500.00		
Drop hammer	35.00		
Compressor	164.00		
Welder	[illegible]		
Pick up truck	167.20		
Freight on equipment	1,122.38	5,151.88	
Plus 5% overhead, taxes, profit & insurance		257.59	5,409.47
Materials:			
Steel cylinder repairs, plates, bars, steel, etc.	395.55		
Cable, chokers, bolts, welding, etc.	195.00	590.55	
Plus 5% overhead, taxes, profit & insurance		29.53	620.08
TOTAL COST OF DRIVING			8,545.36

PLACE SAND IN DRAINS

Rentals:			
Rental of bucket and hopper	72.86		
Truck hire hauling sand	1,064.00	1,136.86	
Plus 5% overhead, taxes, profit & insurance		56.84	1,193.70
Material:			
Sand 551 c.y. @ 1.90		1,046.90	
Plus 5% overhead, taxes, profit & insurance		52.35	1,099.25
TOTAL COST PLACING SAND			2,292.95

Oregon State Highway Commission
March [illegible], 1953
Page 2

For the work actually accomplished, we have received payment as follows:

DRIVE SAND DRAINS	
4,[illegible] L.F. @ [illegible]	[illegible]
PLACE SAND IN DRAINS	
5[illegible] C.Y. @ [illegible]	[illegible]

A recapitulation of the cost and income show that the cost of driving sand drains exceeded the income from driving sand drains by $2,554.11 and that the income from placing sand in drains exceeded the cost by $327.05. The net excess of cost over income for both items is therefor $2,227.06 for which we hereby seek reimbursement for the reasons already set forth.

Very truly yours

R. A. HEINTZ CONSTRUCTION CO.

R. A. Heintz

R. A. Heintz

RAH:ch

RECEIVED
MAR 24 1953
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
1953
FOR FILING

March 26, 1953

R. A. Heintz Construction Company
8101 N. E. Union Avenue
Portland 11, Oregon

Gentlemen:

I am in receipt of your letter of March 24 advising that you, by inadvertence, transmitted a letter dated March 21 having reference to additional compensation for installation of sand drains on your Contract No. 3648 to this office instead of through Resident Engineer Lowell Johnston, which is the normal procedure.

Please be advised that in this instance it is not necessary to return the original letter, as the matter will be properly referred to Mr. Lowell Johnston for his study and review and report thereon to this office. Therefore, you may consider that the additional compensation requested in your letter of March 24 is being given the requisite consideration.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

cc Mr. H. G. Smith

R. A. HEINTZ CONSTRUCTION CO.

Highway and General Contractors

PHONE: TRinity 1172

8101 N. E. UNION AVENUE
PORTLAND 11, OREGON

March 24, 1953

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Through inadvertence, a letter dated March 21, 1953 addressed to the Oregon State Highway Commission was mailed to Salem rather than having been attached to a transmittal letter addressed to Mr. Lowell Johnston, Resident Engineer, at Portland. The letter of March 21 became separated from the transmittal letter and was, therefore, mailed without attention to any particular person.

If you will kindly return the four copies of the letter, dated March 21 having reference to an additional claim on Contract No. [illegible] for sand drains, to us, we will send it thru the normal channels of first directing the claim to Mr. Johnston, Resident Engineer.

NOTED
W. C. WILLIAMS

Very truly yours

R. A. HEINTZ CONSTRUCTION CO.

E H Twietmeyer

E. H. Twietmeyer

EHT:el
cc: Mr. Lowell Johnston
Portland, Oregon

Form PR 2 (Revised 1946)

State Oregon
Project No. EFI-303(5)

Federal Aid Bond Issue
PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 16th day of January, 1953, by and between The Oregon State Highway Commission for the purpose hereof, the Highway Department of the State of Oregon, constituting hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 13th day of December, 1952, a program, which was approved on the 11th day of January, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 16th day of January, 1952; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of three hundred seven thousand and 00/100 dollars ($307,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Proceeds of Bonds authorized by ~~Chapter 519, Oregon Laws 1949, as amended by~~ Chapter 491, Oregon Laws 1951, viz.: (Include date and citation of act of legislature by which authorized)

Issue ~~[illegible]~~	Amount	Date of Issue	Beginning Date of Maturities
First	$15,000,000	Oct. 1, 1951	Oct. 1, 1952
Second	$15,000,000	Mar. 1, 1952	Mar. 1, 1953
Third	$10,000,000	Feb. 1, 1953	Feb. 1, 1954

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 220+50 in the NE 1/4, Section 24, T. 2 S., R. 1 W., W.M., and survey station 537+48.67 in the NE 1/4, Section 23, T. 3 S., R. 1 W., W.M., except stations 223+10 to 246+27 and 247+27 to 536+48.67, length 0.087 miles, in Washington and Clackamas Counties, being Oregon Federal Aid / Bond Issue project No. BFI-303(5), consisting of 0.000 miles of roadway and three bridges, each of more than 20 feet clear span, 0.087 of a mile in length, together with five underpass structures at Stas. 218+72.95, 240+20.25, 271+70.71, 350+00.18, and 418+07.60.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11379-2

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator" "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of **three hundred seven thousand and 00/100** dollars ($ 307,000.00), which does not exceed the authorized Federal pro rata share of **four hundred ninety-five thousand, seven hundred sixty-four and 50/100** dollars ($ 495,764.50), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. No payments hereunder will be made to the State as the construction of said project progresses or immediately upon its completion, and no present or immediate obligation is created by this agreement against Federal-aid funds apportioned and now unobligated and available to the State, the purpose and intent of this agreement being to provide aid to the State, as authorized by section 5 of the Federal-Aid Highway Act of 1950, in retiring annual maturities of the principal indebtedness of the bonds mentioned in Article I hereof, and as such bonds mature annually and the State requests Federal reimbursement pursuant hereto to aid in meeting such annual maturities and certifies that such bonds have been retired the Bureau of Public Roads will submit vouchers to the Secretary of the Treasury for payment to the State Treasurer, hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon, of such sums based on such annual maturities as the State shall request and as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. If in any year no Federal funds apportioned to the State shall be unobligated and available from which payments hereunder may be made there shall be no obligation on the part of the Federal Government hereunder on account of bond maturities for that year.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 119

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Division Engineer,
Public Roads Administration.

RECEIVED JAN 15 1953

RECEIVED '53 DISTRICT

Oregon State Highway Department

Federal Aid Project
No. BFI-303 (5)

BOONES FERRY ROAD-WILLAMETTE RIVER (STRUCTURES)
UNIT OF THE WEST PORTLAND-HUBBARD HIGHWAY IN
WASHINGTON AND CLACKAMAS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 18, 1952

Type Code X021
Twin Bridges (Sta. 246+27 to 247+27)(Contract No. 3648)

4,700	lin. ft.	Furnish Treated Piling	$ 1.50	$ 7,050.00
70	only	Drive Piles	60.00	4,200.00
300	cu. yds.	Class "A" Concrete	59.00	17,700.00
78,000	lbs.	Metal Reinforcement	0.11	8,580.00
3.5	M-FBM	Treated Lumber	300.00	1,050.00
430	lin. ft.	Metal Handrail	10.50	4,515.00
				$ 43,095.00

Type Code X221
Twin Structures (Sta. 536+48.67 to 537+48.67)(Contract No. 3648)

310	cu. yds.	Excavation for Structures	$ 7.00	$ 2,170.00
5	cu. yds.	Excavation Below Elevation Shown	20.00	100.00
390	cu. yds.	Class "A" Concrete	59.00	23,010.00
90,000	lbs.	Metal Reinforcement	0.11	9,900.00
430	lin. ft.	Metal Handrail	10.50	4,515.00
				$ 39,695.00

Type Code X621
Tualatin Undercrossing (Sta. 218+72.95)(Contract No. 3679)

300	cu. yds.	Structural Excavation	$ 4.00	$ 1,200.00
10	cu. yds.	Excavation Below Elevation Shown	8.00	80.00
710	cu. yds.	Class "A" Concrete	46.00	32,660.00
116,000	lbs.	Metal Reinforcement	0.095	11,020.00
				$ 44,960.00

Work To Be Performed By Southern Pacific Co.'s Forces

All Required	Shifting and Replacing Track	$
	Material	1,130.00
	Labor	3,570.00
		$ 4,700.00
		$ 49,660.00

Type Code X021
Tualatin River Bridge (Sta. 220+50 to 223+10)(Contract No. 3676)

All Required		Shoring, Cribbing, Etc.	$	$ 18,000.00
1,600	cu. yds.	Structural Excavation	5.85	9,360.00
10	cu. yds.	Excavation Below Elevation Shown	10.00	100.00
1,460	cu. yds.	Class "A" Concrete	69.00	100,740.00
342,000	lbs.	Metal Reinforcement	0.09	30,780.00
534	lin. ft.	Metal Handrail	10.00	5,340.00
				$164,320.00

Type Code X221
Nyberg Road Undercrossing (Sta. 240+20.45)

190	cu. yds.	Structural Excavation	$ 4.50	$ 855.00
5	cu. yds.	Excavation Below Elevation Shown	5.00	25.00
1,900	lin. ft.	Furnish Treated Piling	1.25	2,375.00
64	only	Drive Piles	40.00	2,560.00
410	cu. yds.	Class "A" Concrete	55.00	22,550.00
103,000	lbs.	Metal Reinforcement	0.095	9,785.00
240	sq. yds.	Concrete Riprap	7.00	1,680.00
180	lin. ft.	6" Drain Pipe	2.00	360.00
				$ 40,190.00

Type Code X221
Sagert Road Undercrossing (Sta. 267+70.71)

100	cu. yds.	Structural Excavation	$ 4.50	$ 450.00
5	cu. yds.	Excavation Below Elevation Shown	5.00	25.00
1,700	lin. ft.	Furnish Treated Piling	1.25	2,125.00
64	only	Drive Piles	40.00	2,560.00
410	cu. yds.	Class "A" Concrete	55.00	22,550.00
103,000	lbs.	Metal Reinforcement	0.095	9,785.00
240	sq. yds.	Concrete Slab Riprap	7.00	1,680.00
180	lin. ft.	6" Drain Pipe	2.00	360.00
				$ 39,535.00

Type Code X221
Norwood Road Undercrossing (Sta. 350+00.16)

120	cu. yds.	Structural Excavation	$ 7.00	$ 840.00
5	cu. yds.	Excavation Below Elevation Shown	10.00	50.00
400	cu. yds.	Class "A" Concrete	55.00	22,000.00
104,000	lbs.	Metal Reinforcement	0.095	9,880.00
240	sq. yds.	Concrete Slab Riprap	7.00	1,680.00
180	Lin. ft.	6" Drain Pipe	2.00	360.00
				$ 34,810.00

Type Code X221
Stafford Road Undercrossing (Sta. 407+07.60)

100	cu. yds.	Structural Excavation	$ 4.50	$ 450.00
5	cu. yds.	Excavation Below Elevation Shown	5.00	25.00
1,660	lin. ft.	Furnish Treated Piling	1.25	2,075.00

64	only	Drive Piles	$ 40.00	$ 2,560.00
410	cu. yds.	Class "A" Concrete	55.00	22,550.00
102,000	lbs.	Metal Reinforcement	0.095	9,690.00
240	sq. yds.	Concrete Slab Riprap	7.00	1,680.00
180	lin. ft.	6" Drain Pipe	2.00	360.00
				$ 39,390.00

Subtotal	$450,695.00
10% Engr. & Cont.	45,069.50
Total	$495,764.50

Length of Structures 0.087 mile

Federal Funds	$307,000.00
State Funds	188,764.50
	$495,764.50

State Funds for Const.: Chap. 175, laws 1917; chap. 31, laws 1920; chap. 529, laws 1939; chap. 491, laws 1951.
State Funds for Maint.: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Project
No. BFI-303 (5)

BOONES FERRY ROAD-WILLAMETTE RIVER (STRUCTURES) UNIT
OF THE WEST PORTLAND-HUBBARD HIGHWAY
IN WASHINGTON AND CLACKAMAS COUNTIES

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, June 23, 1952

Type Code X021
Twin Bridges (Sta. 246+27 to 247+27) (Contract No. 3648)

4,700	lin. ft.	Furnish Treated Piling	$ 1.50	$ 7,050.00
70	only	Drive Piles	60.00	4,200.00
300	cu. yds.	Class "A" Concrete	59.00	17,700.00
78,000	lbs.	Metal Reinforcement	0.11	8,580.00
35	M-FBM	Treated Lumber	300.00	1,050.00
430	lin. ft.	Metal Handrail	10.50	4,515.00
				$ 43,095.00

Type Code X221
Twin Structures (Sta. 536+48.67 to 537+48.67) (Contract No. 3648)

310	cu. yds.	Excavation for Structures	$ 7.00	$ 2,170.00
5	cu. yds.	Excavation Below Elevations Shown	20.00	100.00
390	cu. yds.	Class "A" Concrete	59.00	23,010.00
90,000	lbs.	Metal Reinforcement	0.11	9,900.00
430	lin. ft.	Metal Handrail	10.50	4,515.00
				$ 39,695.00

Type Code X621
Tualatin Undercrossing (Sta. 218+72.95) (Contract No. 3679) ✓

300	cu. yds.	Structural Excavation	$ 4.00	$ 1,200.00
10	cu. yds.	Excavation Below Elevations Shown	8.00	80.00
710	cu. yds.	Class "A" Concrete	46.00	32,660.00
116,000	lbs.	Metal Reinforcement	0.095	11,020.00
				$ 44,960.00

Work To Be Performed by Southern Pacific Company's Forces

All Required	Shifting and Replacing Track	
	Material	$ 1,130.00
	Labor	3,570.00
		$ 4,700.00
		$ 49,660.00

Type Code X021
Tualatin River Bridge (Sta. 220+50 to 223+10) (Contract No. 3676)

All Required		Shoring, Cribbing, Etc.		$ 18,000.00
1,600	cu. yds.	Structural Excavation	$ 5.85	9,360.00
10	cu. yds.	Excavation Below Elevations Shown	10.00	100.00
1,460	cu. yds.	Class "A" Concrete	69.00	100,740.00
342,000	lbs.	Metal Reinforcement	0.09	30,780.00
534	lin. ft.	Metal Handrail	10.00	5,340.00
				$164,320.00

Type Code X221
Nyberg Road Undercrossing (Sta. 240+20.45)

190	cu. yds.	Structural Excavation	$ 6.00	$ 1,140.00
5	cu. yds.	Excavation Below Elevations Shown	10.00	50.00
1,900	lin. ft.	Furnish Treated Piling	2.00	3,800.00
64	only	Drive Piles	50.00	3,200.00
410	cu. yds.	Class "A" Concrete	65.00	26,650.00
103,000	lbs.	Metal Reinforcement	0.10	10,300.00
240	sq. yds.	Concrete Riprap	7.50	1,800.00
180	lin. ft.	6-inch Drain Pipe	1.00	180.00
				$ 47,120.00

Type Code X221
Sagert Road Undercrossing (Sta. 267+70.71)

100	cu. yds.	Structural Excavation	$ 6.00	$ 600.00
5	cu. yds.	Excavation Below Elevations Shown	10.00	50.00
1,700	lin. ft.	Furnish Treated Piling	2.00	3,400.00
64	only	Drive Piles	50.00	3,200.00
410	cu. yds.	Class "A" Concrete	65.00	26,650.00
103,000	lbs.	Metal Reinforcement	0.10	10,300.00
240	sq. yds.	Concrete Slab Riprap	7.50	1,800.00
180	lin. ft.	6-inch Drain Pipe	1.00	180.00
				$ 46,180.00

Type Code X221
Norwood Road Undercrossing (Sta. 350+00.16)

120	cu. yds.	Structural Excavation	$ 6.00	$ 720.00
5	cu. yds.	Excavation Below Elevations Shown	10.00	50.00
400	cu. yds.	Class "A" Concrete	65.00	26,000.00
104,000	lbs.	Metal Reinforcement	0.10	10,400.00
240	sq. yds.	Concrete Slab Riprap	7.50	1,800.00
180	lin. ft.	6-inch Drain Pipe	1.00	180.00
				$ 39,150.00

Type Code X221
Stafford Road Undercrossing (Sta. 407+07.60)

100	cu. yds.	Structural Excavation	$ 6.00	$ 600.00
5	cu. yds.	Excavation Below Elevations Shown	10.00	50.00
1,660	lin. ft.	Furnish Treated Piling	2.00	3,320.00
64	only	Drive Piles	50.00	3,200.00
410	cu. yds.	Class "A" Concrete	65.00	26,650.00
102,000	lbs.	Metal Reinforcement	0.10	10,200.00
240	sq. yds.	Concrete Slab Riprap	7.50	1,800.00
180	lin. ft.	6-inch Drain Pipe	1.00	180.00
				$ 46,000.00

Subtotal	$475,220.00
10% Engr. & Cont.	47,522.00
Total	$522,742.00

Length of Structures 0.087 mile

Federal Funds -	$324,000.00
State Funds -	198,742.00
	$522,742.00

Oregon State Highway Department　　　　Federal Aid Project No. BFI-303 (5)

BOONES FERRY ROAD-WILLAMETTE RIVER (STRUCTURES) UNIT
OF THE WEST PORTLAND-HUBBARD HIGHWAY
IN WASHINGTON AND CLACKAMAS COUNTIES

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 27, 1952

Type Code X021
Twin Bridges (Sta. 246+27 to 247+27) (Low Bid Prices)

4,700	lin. ft.	Furnish Treated Piling	$ 1.50	$ 7,050.00
70	only	Drive Piles	60.00	4,200.00
300	cu. yds.	Class "A" Concrete	59.00	17,700.00
78,000	lbs.	Metal Reinforcement	0.11	8,580.00
3.5	M-FBM	Treated Lumber	300.00	1,050.00
430	lin. ft.	Metal Handrail	10.50	4,515.00
				$ 43,095.00

Type Code X221
Twin Structures (Sta. 536+48.67 to 537+48.67)(Low Bid Prices)

310	cu. yds.	Excavation for Structures	$ 7.00	$ 2,170.00
5	cu. yds.	Excavation Below Elevation Shown	20.00	100.00
390	cu. yds.	Class "A" Concrete	59.00	23,010.00
90,000	lbs.	Metal Reinforcement	0.11	9,900.00
430	lin. ft.	Metal Handrail	10.50	4,515.00
				$ 39,695.00

Type Code X621
Tualatin Undercrossing (Sta. 218+72.95)

300	cu. yds.	Structural Excavation	$10.00	$ 3,000.00
10	cu. yds.	Excavation Below Elevation Shown	10.00	100.00
710	cu. yds.	Class "A" Concrete	65.00	46,150.00
116,000	lbs.	Metal Reinforcement	0.12	13,920.00
				$ 63,170.00

Work To Be Performed by Southern Pacific Company's Forces

All Required	Shifting and Replacing Track	
	Material	$ 1,130.00
	Labor	3,570.00
		$ 4,700.00
		$ 67,870.00

Type Code X021
Tualatin River Bridge (Sta. 220+50 to 223+10)

All Required		Shoring, Cribbing, Etc.		$ 25,000.00
1,600	cu. yds.	Structural Excavation	$10.00	16,000.00
10	cu. yds.	Excavation Below Elevation Shown	10.00	100.00
1,460	cu. yds.	Class "A" Concrete	65.00	94,900.00
342,000	lbs.	Metal Reinforcement	0.12	41,040.00
534	lin. ft.	Metal Handrail	12.00	6,408.00
				$183,448.00
			Subtotal	$334,108.00
			10% Engr. & Cont.	33,410.80
			Total	$367,518.80

Length of Structures 0.087 mile

Federal Funds- -	$228,000.00
State Funds- -	139,518.80
	$367,518.80

Oregon State Highway Department Federal Aid Project No. BFI-303 (5)

BOONES FERRY ROAD-WILLAMETTE RIVER (STRUCTURES) UNIT
OF THE WEST PORTLAND-HUBBARD HIGHWAY
IN WASHINGTON AND CLACKAMAS COUNTIES

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 11, 1952

Type Code X021
Twin Bridges (Sta. 246+27 to 247+27)

4,700	lin. ft.	Furnish Treated Piling	$ 1.75	$ 8,225.00
70	only	Drive Piles	60.00	4,200.00
300	cu. yds.	Class "A" Concrete	60.00	18,000.00
78,000	lbs.	Metal Reinforcement	0.12	9,360.00
3.5	M-FBM	Treated Lumber	300.00	1,050.00
430	lin. ft.	Metal Handrail	12.00	5,160.00
				$45,995.00

Type Code X221
Twin Structures (Sta. 536+48.67 to 537+48.67)

310	cu. yds.	Excavation for Structures	$10.00	$ 3,100.00
5	cu. yds	Excavation Below Elevations Shown	10.00	50.00
390	cu. yds.	Class "A" Concrete	65.00	25,350.00
90,000	lbs.	Metal Reinforcement	0.12	10,800.00
430	lin. ft.	Metal Handrail	12.00	5,160.00
				$44,460.00

Subtotal	$90,455.00
10% Engr. & Cont.	9,045.50
Total	$99,500.50

Length- - - - - - - - - - - - -0.019 mile

Federal Funds- -	$60,000.00
State Funds- -	39,500.50
	$99,500.50

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 25, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project BFI-303(5), Boones Ferry Road-Willamette River (Structures) Section of the West Portland-Hubbard Highway have today been recommended for approval subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

C G Polk
C. G. Polk
District Engineer

June 25, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project HPI-303(5), Boones Ferry Road-Willamette River (Structures) Section of the West Portland-Hubbard Highway have today been recommended for approval subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

C. G. Polk
District Engineer

BOONES FERRY ROAD-WILLAMETTE RIVER (STRUCTURES) SECTION

PROJECT NO. BFI-303 (5)

While negotiations for rights of way are in progress, one parcel has not been acquired, nor has the right to occupy and use this parcel been secured, but it is now believed that all necessary rights of way or rights of entry can be made fully available within 15 days.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

February 27, 1952

RECEIVED
FOR FILING

July 29, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to your letter of July 21 relative to Price Agreement No. 2, proposed detour and approach road construction on Project BFI-303 (4), Boones Ferry Road-Willamette River Section of the West Portland-Hubbard Highway. The approximate 109,000 cubic yards of material needed for construction of the approaches and service road has been attained principally by the flattening of slopes on highway cuts on the main roadway in the vicinity of the undercrossings. The balance of the material required is obtainable from the connecting roads themselves.

In general, the additional materials have been obtained by flattening the cut area between the opposing traffic lanes from 1½:1 to 3:1 slopes. This will aid in maintenance of the slopes and permit much better maintenance of the areas, which will be seeded to grass between the two lines.

As to the proposed service road to the right of L5 between Stations 484+13 and 511+13, you are advised that the construction of this service road will permit the elimination of a public road crossing at Station 484+13. We have already received the written consent of Clackamas County for the closure of this crossing.

On the basis of the above facts, we again respectfully request your approval of Price Agreement No. 2.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:ms
cc Mr. H. G. Smith
Mr. S. H. Probert

FORM E-30 37,500 4-52 56806

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
July 24th, 1952

SUBJECT: Price Agreement No. 2
West Portland-Hubbard Highway
Prefix 34-1063

To: Mr. W. C. Williams
Assistant State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our recent telephone conversation about Price Agreement No. 2 on the Boones Ferry Road-Willamette River Unit of the West Portland-Hubbard Highway, contract No. 3648 to the R. A. Heintz Construction Company. This Price Agreement covers the construction of approaches and connections to county road overhead crossings, detours, and the additional service road to the west of the L5 line between Station 484+13 and 511+13. You advised that the Bureau of Public Roads had requested additional information on this price agreement, particularly as it concerned modifications in the grade line and the cross sections of the main highway.

I am submitting herewith copy of Lowell A. Johnston's report of July 24, 1952 on this matter. You will note from Johnston's report that the additional material required for making the overcrossing fills was obtained primarily by flattening the slopes usually from 1-1/2:1 to 2:1, and in the cut area between the L5 and L6 line these slopes were reduced from 1-1/2:1 to 3:1. This improves the section and will reduce maintenance where the slopes between the L5 and L6 line have been flattened. This will permit proper maintenance of the grassed areas between the two lines.

As to the extension of the service road between Station 484+13 and 511+13, in the original plans a grade connection was made to the West Portland-Hubbard Highway, and we contemplated the use of the north and south county road some distance west of our right of way for the very minor traffic that would want to use this road. The present plans call for the closing of the Boeckman Road near our west right of way line, and this will mean that all traffic using this road would use the proposed service road if they are going south toward Wilsonville. If the service road had not been constructed, it would have been necessary to rebuild the north and south county road west of there, as the existing road only has a very light graveled surface, and a surface width of about 14 or 15 feet, which would be inadequate for the traffic that would have to use it.

You will note that we have not changed the grade line on the main highway. We originally considered the possibility of some changes in this grade line, but after a thorough investigation, found that very little, if any, benefit could be obtained from changes, due to other controls such as the nature of the foundation material, drainage problems that lowering the grade line would have caused, and in the case of the Sagert Overcrossing, the uncertainty of the amount of expected settlement that we would get in the fill across the low land north of there.

Yours very truly,

A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: H. G. Smith
L. A. Johnston

FORM E-30X 25M 4-52 56906

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
July 24th, 1952

SUBJECT: Overcrossings on West Portland-Hubbard Highway

To: Mr. A. G. Skelton
Division Engineer
Office

Dear Sir:

On the Boones Ferry Road-Willamette River Unit of the Barbur Boulevard-White School Section of the West Portland-Hubbard Highway, R. A. Heintz Construction Company contractor, contract No. 3648, the additional quantities for approaches and connecting roads to the four overcrossings were added on to Heintz's contract by Price Agreement. Also as a result of the decision to construct four additional overcrossings over the West Portland-Hubbard Highway, it was necessary to construct some additional service roads. The additional excavation required to construct the approaches and service roads amounted to approximately 109,000 cubic yards of which 74,000 yards was required to build the approaches to the overcrossings, and 35,000 yards was needed for the connecting legs at the ends of the overcrossings and on the service roads. Some of the excavation required for the connections to the overcrossings was obtained from the connecting roads themselves, while the balance of the excavation required was secured by widening main roadway cuts in the vicinity of the overcrossings.

One overcrossing is at Station 240+20, which is known as the Nyberg Overcrossing. Another overcrossing is at Station 267+70, and is known as the Sagert Overcrossing. Another overcrossing is at Station 350+00, and is known as the Norwood Overcrossing, and the other overcrossing is at Station 418+07, and is known as the Stafford Overcrossing. No change in our original grade was made in our main roadway as a result of the decision to construct the overcrossings, and each overcrossing is described in detail as follows.

Nyberg Overcrossing: This overcrossing takes the Tualatin-Oregon City road over our highway, and which crossing is between the Tualatin River crossing and our bridge over the peat bog drainage at Station 247. Material for the fill for the overcrossing will be secured from the cut between Station 230 to 240, and will be secured by widening cuts and flattening of slopes. It was not deemed avisable to lower the grade in this cut on our main highway in order to obtain material, as the grade on the Tualatin River Bridge and the bridge over the peat bog drainage more or less control our grade elevation through this cut. Also we have encountered a number of boulders in the bottom portion of the cut, and this fact, as well as the danger of striking unstable material by lowering the grade line, made it advisable to widen the cut and flatten the slope to obtain the required material for the fill embankment material.

Sagert Overcrossing: Material for the fill at this overcrossing is to be obtained in the cut from Station 257 to 270, and also some material to come from the cut at Station 276 to 283, which material is to be obtained by widening cuts and flattening slopes in the two above mentioned cuts. It was not deemed advisable to lower the grade in this cut due to the danger in striking additional ground water and a more unstable foundation condition.

Norwood Overcrossing: The material for this overcrossing is to be obtained in the cut from Station 356 to 369, which material is also to be obtained by widening the cut and flattening the slope. The grade line at the location of this overcrossing and in the cut mentioned above cannot be lowered, as there is considerable drainage in the vicinity of the overcrossing,and also in the area from Station 372 to 369 there is considerable boulder material, and it was not thought advisable to lower the grade in this cut, which would thereby force the contractor to move rocky material.

Stafford Overcrossing: Material for this overcrossing fill is to come from the cut at Station 369 to 402, and the material is to be obtained as in the other cuts, by widening the roadbed and flattening the slopes. Again it was deemed inadvisable to lower the grade through this cut, as our test holes indicated less stable material in bottom of the cuts.

When the decision was made to construct the overcrossings and the approach fills, it was decided to add the quantities to Heintz's contract, inasmuch as the prices for the various items in his contract were considered quite reasonable, and which would no doubt be a saving to the Highway Department in the construction of the fills and connecting roads. At the time the additional quantities were added to Heintz's contract, the understanding between the Highway Department and Mr. Heintz was that the highway grade would not be lowered in the cuts to obtain additional material for the fills.

Yours very truly,

LOWELL A. JOHNSTON
Resident Engineer

LAJ:w

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

July 21, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your July 2, 1952 letter justifying Price Agreement No. 2 covering proposed detour and approach road construction on Project BFI 303 (4), Boone's Ferry Road-Willamette River Section, West Portland-Hubbard Highway.

The second paragraph of your letter indicates that excavation in the quantity of 109,383 cubic yards is available from main highway construction for use in constructing the approaches to the overcrossings. If this is the case may we ask whether your original balance of quantities was unrealistic or whether grade changes have been made to produce the necessary 109,383 cubic yards. Also please advise, whether the proposed Service Road to the right of L5 between stations 484+13 and 511+13, will effect the elimination of the public road crossing at station 484+13.

We are prepared to approve Price Agreement No. 2 upon receipt of your reply to this letter.

Very truly yours,

C G Polk
C. G. Polk
District Engineer

[illegible]

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JUL 7 1952
FOR FILING

July 2, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to Price Agreement No. 2, covering detour connecting road and approach road construction on HFI-303 (4), Boones Ferry Road-Willamette River Section, West Portland-Hubbard Highway. In your letter of July 1 you advised your Division Office questioned the performance of this work under price agreement, owing to the magnitude of the work involved.

The matter of performing this work under price agreement was almost mandatory, in that a large amount of materials to be utilized in the approaches to the overcrossings were available from the main highway construction. The contractor on the main highway could not have completed his work and placed the materials in the proper position unless he was permitted to do all the work. The other alternate would have been to stockpile materials and rehandle, which would have approximately doubled the cost of the project.

When bids were called on the Boones Ferry Road-Willamette River Section we received bids from 12 of the most prominent earth-moving contractors in the Northwest. The R. A. Heintz Construction Company was low, with a bid of $663,845.50, and the bids ranged up to a high of $879,227.50. We considered we had a very excellent bid, and, while Heintz' bid on excavation was slightly higher than some of the other bidders, in all instances the other bidders had excess prices on their clearing and grubbing which would far more than offset the unit bid on other items.

You will note that the increase in contract items by reason of the price agreement is $82,052.19, which is only a 12.6% increase on the original bid of $663,845.50.

It is our considered opinion that we have effected a saving of several thousand dollars by having this work performed by the Heintz Construction Company, over what would have resulted in calling for additional bids, aside and apart from the fact that much of the material needed would have had to be rehandled. I am certain that all facts in this matter must not have been understood, else there would have been no question as to our method of handling this additional work.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

WCW:me

cc Mr. H. G. Smith
Mr. S. H. Probert

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

July 1, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Price Agreement No. 2 covering detour connecting road and approach road construction on BFI-303(4), Boones Ferry Road, West Portland-Hubbard Highway.

Our Division Office feels that because of the monetery magnitude of the involved work, that it should be accomplished under a separate contract. The Division Engineer suggests that such a contract could be awarded, if necessary, following completion of the main highway contract.

Your comments are invited.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

NOTED
W. C. WILLIAMS

RECEIVED
JUL 2 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 9 1952
FOR FILING

May 29, 1952

Mr. Ben R. Chandler, Chairman
Oregon State Highway Commission
Post Office Box 809
Coos Bay, Oregon

Mr. Charles H. Reynolds, Member
Oregon State Highway Commission
Post Office Box 898
La Grande, Oregon

Mr. M. K. McIver, Member
Oregon State Highway Commission
225 S. W. Broadway
Portland 5, Oregon

Gentlemen:

I attach hereto a sketch map of that section of the West Portland-Hubbard Highway now under construction between Boones Ferry Road and the Willamette River at Wilsonville. This is the section for which the grading contract has been awarded. We have awarded the contract for the traffic interchange near Wilsonville and are preparing plans for the other traffic interchanges and county road separations.

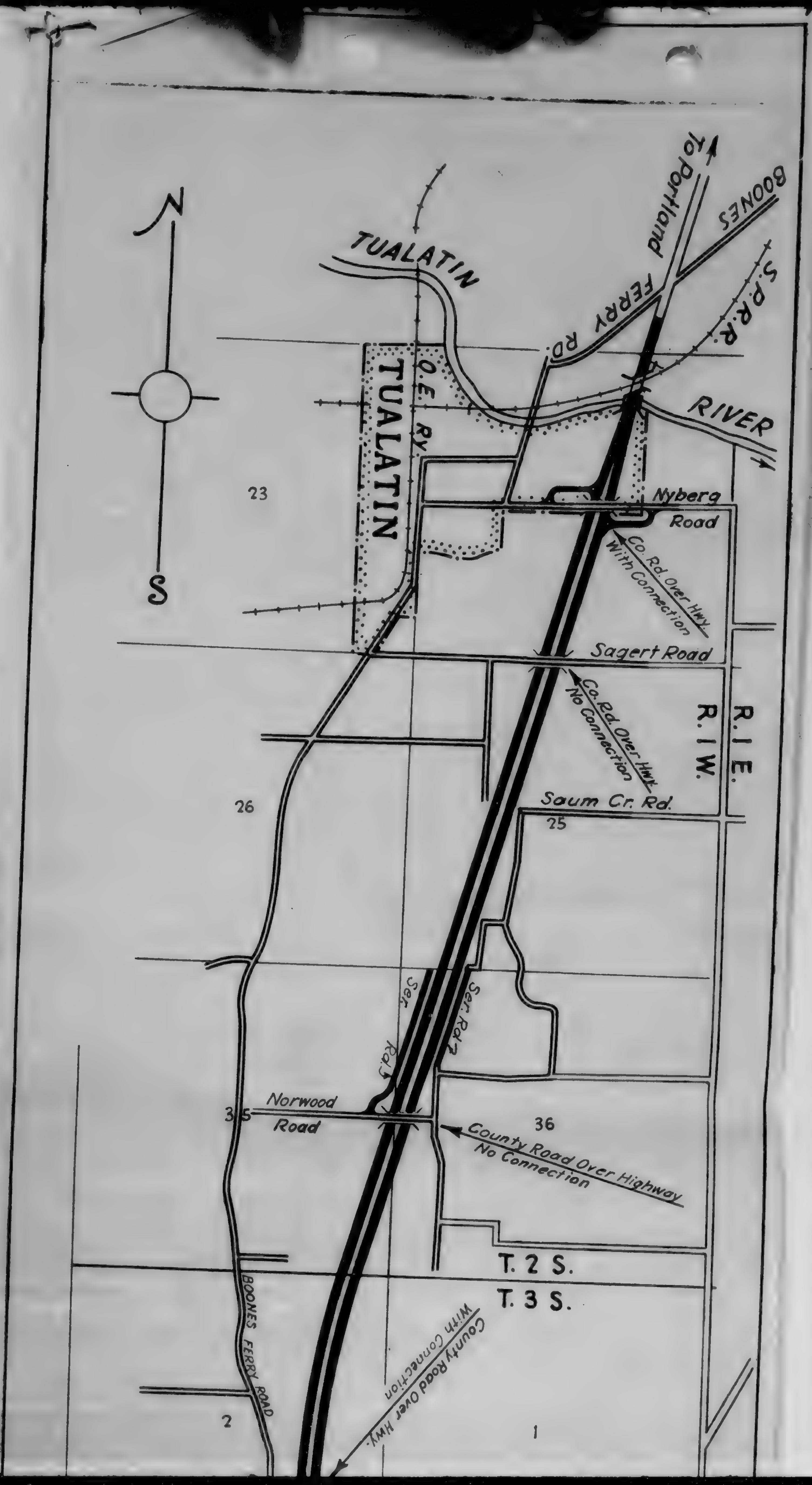
We have indicated on the map the type of traffic interchange or county road crossing. Where no traffic interchange is provided, there will be no connection between the county road and the highway.

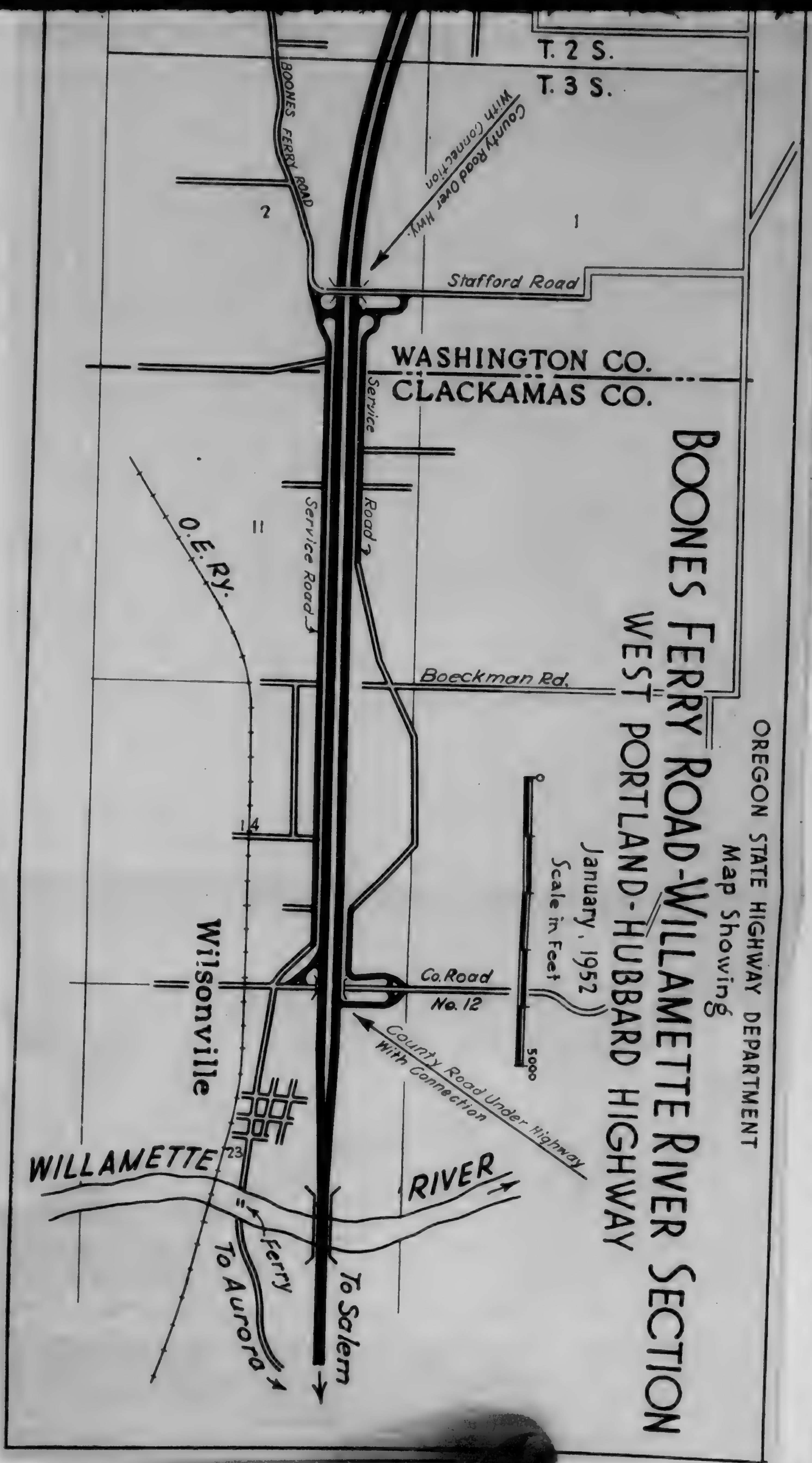
Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW:me

Enclosure


To Portland
BOONES FERRY RD.
TUALATIN
RIVER
S.P.R.R.
O.E. Ry.
TUALATIN
N
S
23
Nyberg Road
Co. Rd. Over Hwy. With Connection
Sagert Road
Co. Rd. Over Hwy. No Connection
R. 1 W.
R. 1 E.
Saum Cr. Rd.
25
26
Ser. Rd.
Ser. Rd.
Norwood Road
35
36
County Road Over Highway No Connection
T. 2 S.
T. 3 S.
BOONES FERRY ROAD
County Road Over Hwy. With Connection
2
1



OREGON STATE HIGHWAY DEPARTMENT

Map Showing

BOONES FERRY ROAD-WILLAMETTE RIVER SECTION

WEST PORTLAND-HUBBARD HIGHWAY

January, 1952

RECEIVED
JUN 3 1952
FOR FILING

May [illegible], 1952

Oregon State Highway Commission

Gentlemen:

We have an item of $370,000 in our program for construction of grade separation structures on the Boones Ferry Road-Willamette River Section of the East Portland-Hubbard Highway. Approximately $90,000 of this amount is for construction of the embankment approaches to the overcrossing structures. This work can better be done by the grading contractor, and we can effect some saving by utilizing some excess materials in the embankment construction. The grading contractor, the Heintz Construction Company, has agreed to construct the approaches at the same unit price he bid for other work on his project. His bid was considerably under the engineer's estimate, and we are very certain that we could not receive a comparable bid if we called bids for the work separately.

Approval is requested for performance of the embankment and necessary surfacing by the present grading contractor. This will cost about $90,000, which amount should be added to the present project authorization, and this amount will automatically reduce the cost of the structures from the present estimate of $370,000 to $280,000.

This matter will be on the next agenda.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. S. H. Probert
Mr. H. G. Smith
Mr. G. S. Paxson
Mr. C. H. Maison
WCW:me bl

RECEIVED

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
May 19th, 1952

SUBJECT:

To:

Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

I am forwarding herewith Authority to Overrun Contract Amount Form on the Boones Ferry Road-Willamette River unit, Barbur Boulevard-White School Section, West Portland-Hubbard Highway, contract 3648 to the R. A. Heintz Construction Company. This is occasioned by including the fill approaches to the various grade separation projects, which were not provided for in the original contract. It is my understanding that the Highway Commission has already authorized funds for this additional work.

I am also enclosing both a Price Agreement and a letter from the R. A. Heintz Construction Company, in which they have agreed to do the additional work required in the approaches to the grade separations at their unit prices in the original contract. Also an additional item of $9,000.00 is shown on the authorization to overrun contract amount to cover State Force work in seeding cut and fill slopes for erosion control. This item was overlooked in the original authorization by Mr. Probert's office, but I understand it has been approved by Mr. Williams. Both the Price Agreement and the letter from R. A. Heintz are forwarded so that this work can either be handled by a Price Agreement or by increasing the quantities in the original contract. In either case, we have Mr. Heintz's agreement to perform this work at his contract prices.

Yours very truly,

A. G. Skelton

A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: W. C. Williams ✓
L. A. Johnston

RECEIVED

RECEIVED
FOR FILING
FORM E-30 25M 1-52 55419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 21st, 1952

SUBJECT:

To: Mr. W. C. Williams
Ass't. State Highway Engineer
Office

Dear Sir:

I am returning assignments 3313 and 3303 regarding the closure of the Avery Road, designated as County Road No. 120, in Washington County.

The Division Engineer has been notified to provide turnarounds.

Very truly yours,

H G Smith
H. G. Smith
Construction Engineer

HGS:AR
Enc.

RECEIVED
APR 22 1952
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 25M 3-51 47196

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 18, 1952

SUBJECT: Assignment No. 3313

To: Mr. W. C. Williams
OFFICE

PLEASE RETURN TO
W. C. WILLIAMS

NOTED
W. C. [illegible]

Enclosed is a signed copy of a resolution adopted by the Washington County Court approving the closure of County Road No. 120 at its intersection with the W. Portland-Hubbard Highway. This closure is subject to the construction of adequate turn-around facilities on the County Road at or near the points of closure. It is suggested that the required turn-around provisions be called to the attention of the Division office.

Two signed copies of this resolution have been retained in this office.

John W. Cattrall
Engineer, County and City Relations

John F. Hagemann
By: John F. Hagemann
Assistant Engineer

JFH:MM
Encl.

NOTED
H. G. SMITH

No. 33
By

AS[illegible]MENT

Date: April 15, 1952

Description: Thomas J. Reeder's letter of April 4 and four copies of ~~agreement~~ resolution to be adopted by Washington County Court re revisions to prior resolution adopted by Washington County (Consent to closure of Co. Rd. No. 120, Avery Rd.

Acknowledged by _ _ _ _ _ Referred to _ _ _ Cattrell _ _ _ _ _

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply _ _ _ signature
Please prepare for _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

PLEASE RETURN TO
W. E. WILLIAMS

Assignment executed 4-18-52 Report received _ _ _ _ _ _ _ _

Remarks: For execution by County.
WCW

MENT

Date: April 14, 1952

No. [illegible]
By wcw

Description: Thomas J. Reeder's letter of April 4 and four copies of resolution to be adopted by Washington County Court re revisions to prior resolution adopted by Washington County (Consent to closure of County Road No. 120, Avery Road)

Acknowledged by _____ Referred to Libby Refer to Cattrall

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for __________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 4/15/52 Report received ________

Remarks: Please check and return.
WCW

FORM E-30 25M 6-51 40712

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

April 4, 1952
Salem, Oregon

PLEASE RETURN TO
W. C. WILLIAMS

SUBJECT:

To: Mr. W. C. Williams
Assistant Highway Engineer
Office

[illegible]
W. C. WILLIAMS

Dear Sir:

Herewith you will find the original and three copies of the requested Resolution to be adopted by the Washington County Court with respect to certain revisions to a prior Resolution adopted by the Washington County Court on January 23, 1952. The revision contained in this resolution provides for the consent to the closure of County Road No. 120, also known as Avery Road.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By Thomas J. Reeder
THOMAS J. REEDER

OK 4/15
H W Libby

TJR:am
Attach.

TJR:am/4-8-52

RESOLUTION

WHEREAS the State Highway Commission plans and proposes to construct and maintain the Boones Ferry Road-Willamette River Unit, Barbur Boulevard-White School Section of the West Portland-Hubbard Highway in Clackamas and Washington Counties as a throughway under the provisions of Chapter 226, Oregon Laws, 1947; and,

WHEREAS the County Court of Washington County has heretofore duly adopted a resolution dated January 23, 1952, wherein the said County Court formally consented to the closure, the provisions for carrying over or under, and certain provisions for connection by means of service roads to suitable points of connection of certain county roads with respect to the routing and handling of said county roads in connection with the construction of the West Portland-Hubbard Highway which the State Highway Commission has designated as a throughway pursuant to Chapter 226, Oregon Laws, 1947. Said resolution was adopted by the said County Court for the purpose of consenting to those certain things contained therein in order to comply with and pursuant to Sections 8, 18, and 19 of Chapter 226, Oregon Laws, 1947; and,

WHEREAS, for the purpose of providing a highway that will best serve the needs of the traveling public and to preserve public safety and to protect highway traffic from unnecessary entry of other traffic to the proposed throughway from that certain county road which has been designated as County Road No. 120, also known as Avery Road, the County Court of Washington County is desirous of amending and revising the above-said resolution adopted and dated January 23, 1952, and to delete therefrom Paragraph 2e which is set forth on pages 2 and 3 of said resolution.

T. .am/4-8-52

NOW, THEREFORE, BE IT, AND IT HEREBY IS, RESOLVED AND ORDERED by the County Court of Washington County of Oregon, sitting for the transaction of county business, as follows:

1. That that certain resolution adopted by the County Court of Washington County, dated January 23, 1952, wherein the said County Court formally consented to the closure, the provisions for carrying over or under, and certain provisions for connection by means of service roads to suitable points of connection of certain county roads with the West Portland-Hubbard Highway, which the State Highway Commission has designated as a throughway pursuant to Chapter 226, Oregon Laws, 1947, be amended and revised, and the same is hereby amended and revised as follows:

(a) That Paragraph 2c of the said resolution is hereby deleted and stricken therefrom, and the said paragraph shall no longer be deemed a part of the said resolution.

(b) That the County Court of Washington County, pursuant to the authority and powers vested in it by law, and also pursuant to and in accordance with Sections 8, 18, and 19 of Chapter 226, Oregon Laws, 1947, does hereby consent and approve the closure of that certain county road which has been designated as County Road No. 120, also known as Avery Road, at the easterly and westerly right-of-way boundaries of the proposed throughway. Said points of closure are located as shown colored in red on the print attached hereto, marked "Exhibit A," and by this reference said print is made a part hereof; it being understood that the State Highway Commission shall provide and construct adequate turn-around facilities at or near the said points of closure.

2. Those things heretofore set forth and adopted in the abovesaid resolution, dated January 23, 1952, shall be in full force and effect as set forth

therein, excepting, however, the amendments or revisions contained herein.

3. That this resolution be entered in the journal of this court and a duly certified copy thereof be delivered to the Oregon State Highway Commission.

DATED this 17 day of April, 1952.

WASHINGTON COUNTY, by and through
its County Court

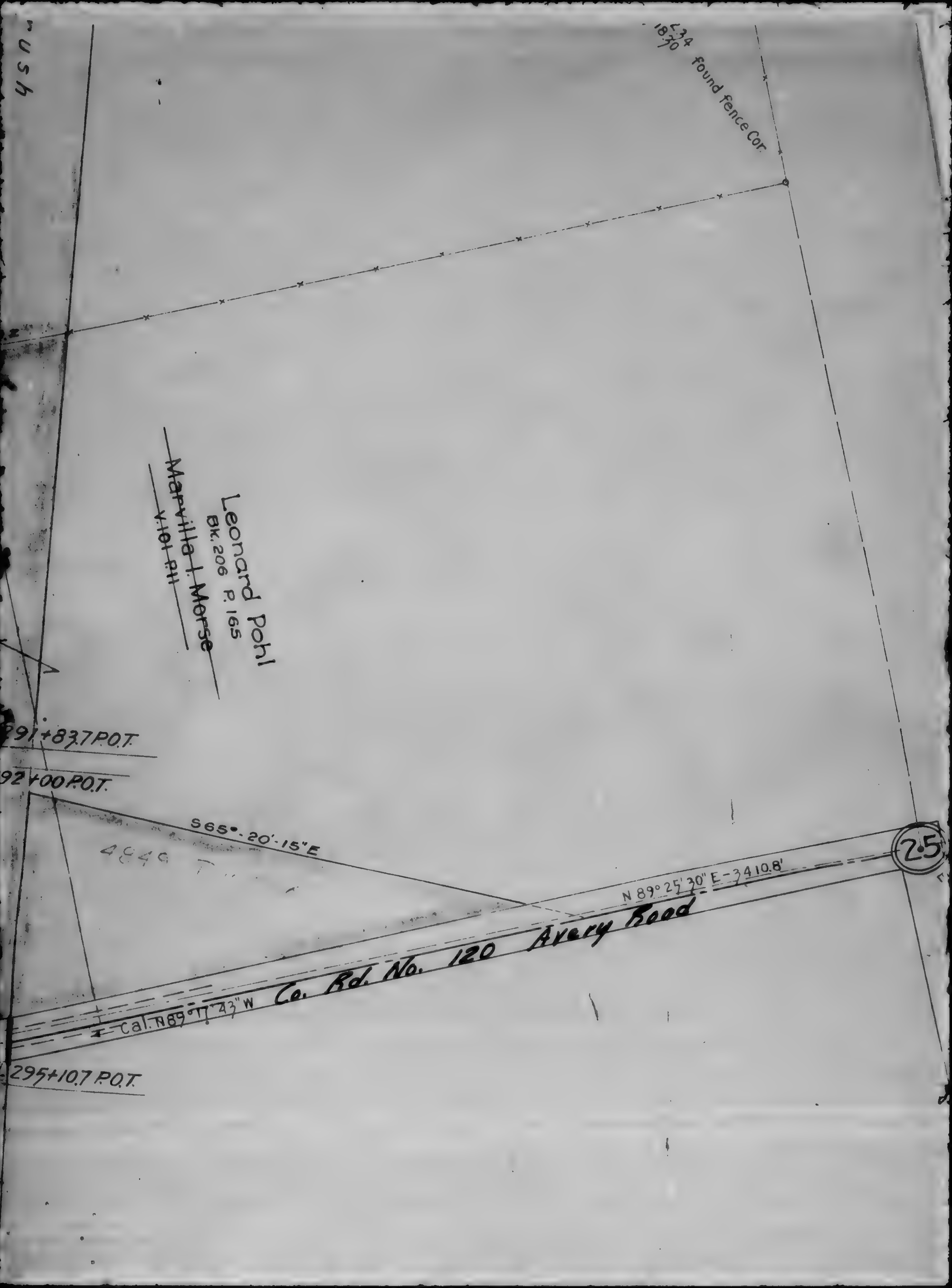
ATTEST:

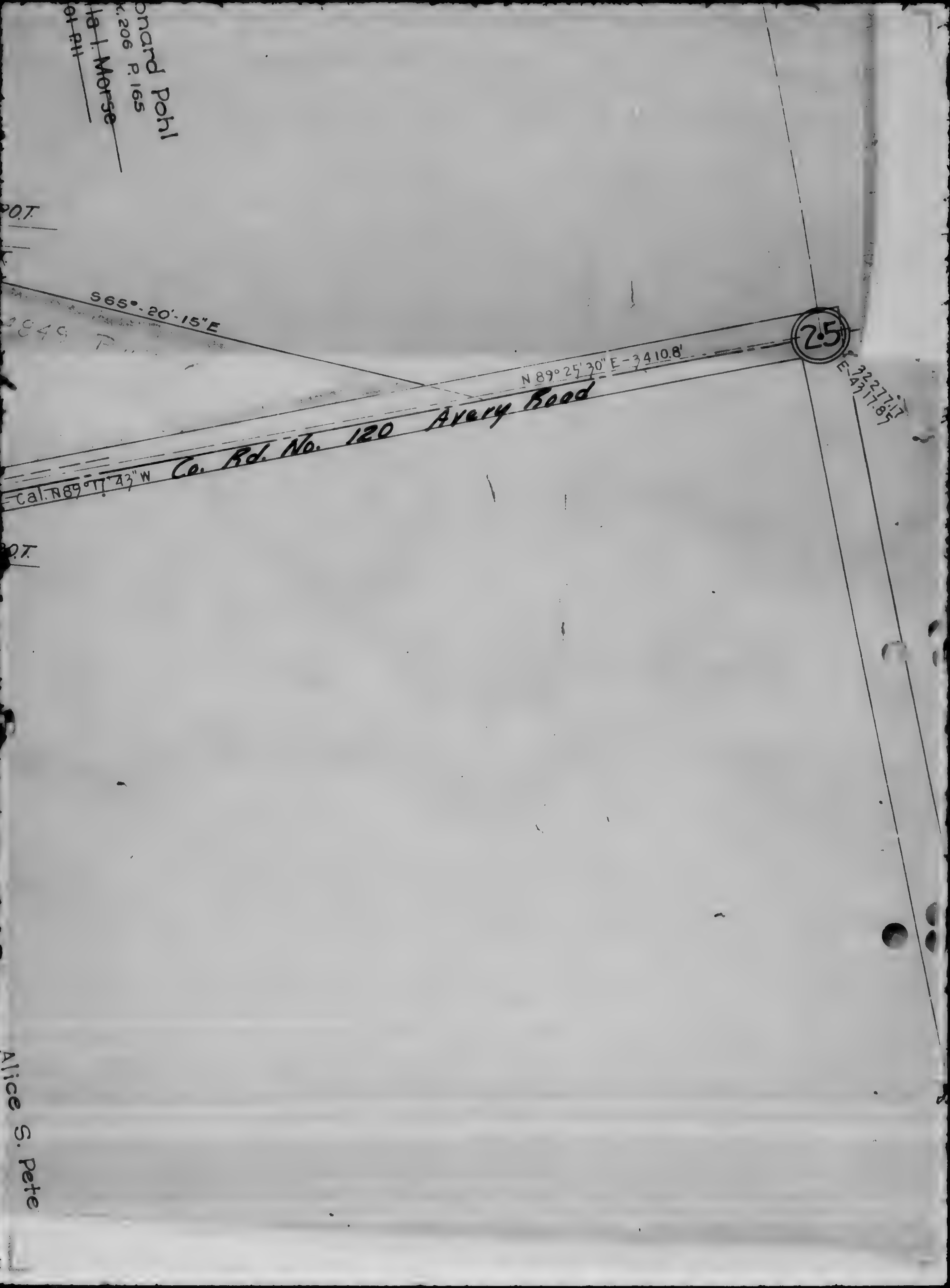
W. A. Tupper
County Clerk

By Hamlin Seabold
County Judge

By Jas Lewis
County Commissioner

By H R Johnson
County Commissioner


ush
L34
18.70
found fence Cor.
Leonard Pohl
Bk. 206 P. 165
~~Marvilla I. Morse~~
~~V.101 P.11~~
91+83.7 P.O.T.
92+00 P.O.T.
S65°-20'-15"E
4949
N 89°25'30" E-3410.8'
Co. Rd. No. 120 Avery Road
Cal. N89°17'43"W
295+10.7 P.O.T.
2·5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S65°-20'-15"E
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Co. Rd. No. 120 Avery Road
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P.O.T.
25
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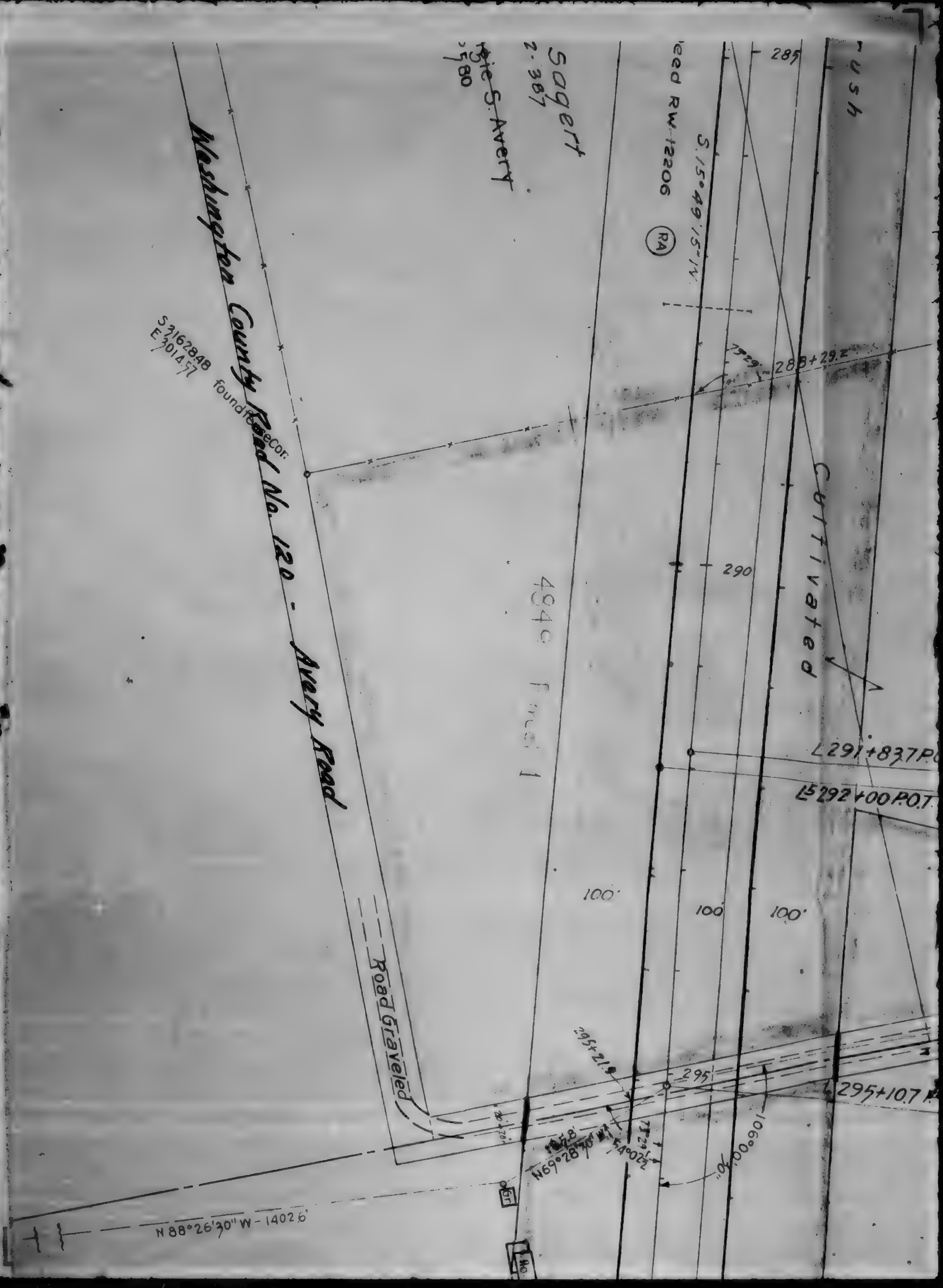
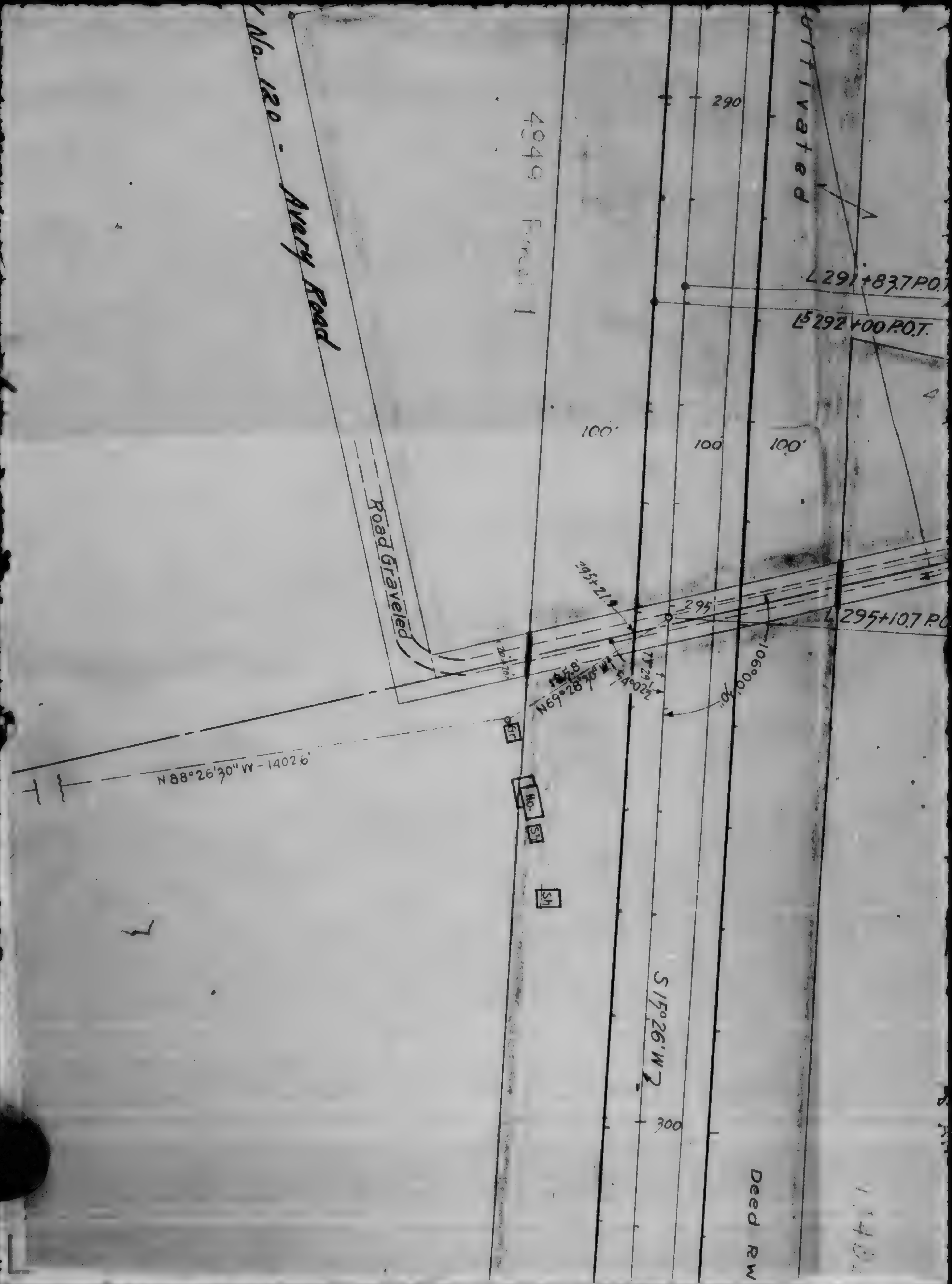
E-4317.85
Alice S. Pete


Sagert
2-387
ie S. Avery
580
eed RW 12206
S.15°49'15"W.
RA
285
ush
Washington County Road No. 120 - Avery Road
S3162848
E3014.57
found fence Cor.
73°29'
288+29.2
290
Cultivated
4940
Parcel 1
L 291+83.7 P.C
L 292+00 P.O.T.
100'
100
100'
Road Graveled
295+21.8
295
L 295+10.7
N69°28'70"W
106°00'00"
N 88°26'30"W - 1402.6'


No. 120 - Avery Road
Road Graveled
4949 Farm 1
ultivated
290
℄ 291+83.7 P.O.T.
℄ 292+00 P.O.T.
100'
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100'
295+21.9
295
℄ 295+10.7 P.O
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N69°28'30"W
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54°02½'
106°00'30"
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Deed RW

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FOR FILING
FORM E-30X 25M 11-50 44702

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 17, 1952

SUBJECT:

To: Mr. A. G. Skelton
Division Engineer
State Highway Dept.
Portland, Oregon

Dear Sir:

The subcontract between R. A. Heintz Construction Co., and Birkemeier & Saremal, covering Items 22 to 25 inclusive and 36 to 46 inclusive, on Contract No. 3648, Boones Ferry Road - Willamette River Section, Ore. BFI-303 (4) (5), is approved, and you may so inform the interested parties.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

cc W. C. Williams
C. G. Polk (2)

FORM E-30 25M 3-51 47198

3648

Const
R/W
Co. Rds.
Washington - Clackamas
(2)

Const
R/W
West-Portland Hubbard

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 8, 1952

SUBJECT:

To: Mr. W. C. Williams
OFFICE

Attached is a copy of a resolution adopted by the Clackamas County Court on April 4, 1952 amending an earlier resolution adopted by the Clackamas County Court on January 29, 1952.

John W. Cattrall
Engineer, County and City Relations

By

Robert H. Prange
Robert H. Prange
Office Engineer

NOTED
W. C. WILLIAMS

RHP:MM
Att.

RECEIVED
APR 8 1952
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 25M 6-51 49713

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 3, 1952

SUBJECT:

To: Mr. W. C. Williams
Assistant Highway Engineer
Office

Dear Sir:

Herewith you will find the original and four copies of the requested Resolution relative to road closures under the Throughway Act. This resolution is prepared in behalf of the Clackamas County Court and is to be executed by them.

You will note that this resolution amends and revises an earlier resolution adopted by the Clackamas County Court on January 29, 1952.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By Thomas J Reeder
THOMAS J. REEDER

TJR:am
Attach.

NOTED
W. C. WILLIAMS

TJR:am/4-3-52

RESOLUTION In the matter of Closing)
John Roberts Road County Road No.80)
at the intersection of West Portland)
and Hubbard Highway)

ORDER NO. 753

RESOLUTION

WHEREAS the State Highway Commission plans and proposes to construct and maintain the Boones Ferry Road-Willamette River Unit, Barbur Boulevard-White School Section of the West Portland-Hubbard Highway in Clackamas and Washington Counties as a throughway under the provisions of Chapter 226, Oregon Laws, 1947; and,

WHEREAS the County Court of Clackamas County has heretofore duly adopted a resolution dated January 29, 1952, wherein the said County Court formally consented to the closure, the provisions for carrying over or under, and certain provisions for connection by means of service roads to suitable points of connection of certain county roads with respect to the routing and handling of said county roads in connection with the construction of the West Portland-Hubbard Highway which the State Highway Commission has designated as a throughway pursuant to Chapter 226, Oregon Laws, 1947. Said resolution was adopted by the said County Court for the purpose of consenting to those certain things contained therein in order to comply with and pursuant to Sections 8, 18, and 19 of Chapter 226, Oregon Laws, 1947; and,

WHEREAS, for the purpose of providing a highway that will best serve the needs of the traveling public and to preserve public safety and to protect highway traffic from unnecessary entry of other traffic to the proposed throughway from that certain county road which has been designated as County Road No. 80, also known as the James Roberts Road, the County Court of Clackamas County is desirous of amending and revising the above-said resolution adopted and dated January 29, 1952, and to delete therefrom Paragraph 1(d) which is set forth on page 2 of said resolution.

NOW, THEREFORE, BE IT, AND IT HEREBY IS, RESOLVED AND ORDERED by the County Court of Clackamas County of Oregon, sitting for the transaction of county business, as follows:

1. That that certain resolution adopted by the County Court of Clackamas County, dated January 29, 1952, wherein the said County Court formally consented to the closure, the provisions for carrying over or under, and certain provisions for connection by means of service roads to suitable points of connection of certain county roads with the West Portland-Hubbard Highway, which the State Highway Commission has designated as a throughway pursuant to Chapter 226, Oregon Laws, 1947, be amended and revised, and the same is hereby amended and revised as follows:

(a) That Paragraph 1(d) of the said resolution is hereby deleted and stricken therefrom, and the said paragraph shall no longer be deemed a part of the said resolution.

(b) That the County Court of Clackamas County, pursuant to the authority and powers vested in it by law, and also pursuant to and in accordance with Sections 8, 18, and 19 of Chapter 226, Oregon Laws, 1947, does hereby consent and approve the closure of that certain county road which has been designated as County Road No. 80, also known as the James Roberts Road, at the easterly right-of-way boundary of the proposed throughway and at the east side of the proposed service road which is to be constructed along the west side of the said proposed throughway. Said points of closure are as shown colored in red on the print attached hereto, marked "Exhibit A," and by this reference said print is made a part hereof; it being understood that access to the West Portland-Hubbard Highway will be provided by means of certain service connection roads which are to be constructed in connection with the construction of said West Portland-Hubbard Highway. The location of said service-connection roads are as shown colored in yellow on said Exhibit "A".

2. Those things heretofore set forth and adopted in the abovesaid resolution, dated January 29, 1952, shall be in full force and effect as set forth therein, excepting, however, the amendments or revisions contained herein.

3. That this resolution be entered in the journal of this court and a duly certified copy thereof be delivered to the Oregon State Highway Commission.

DATED this 4th day of April, 1952.

CLACKAMAS COUNTY, by and through
its County Court

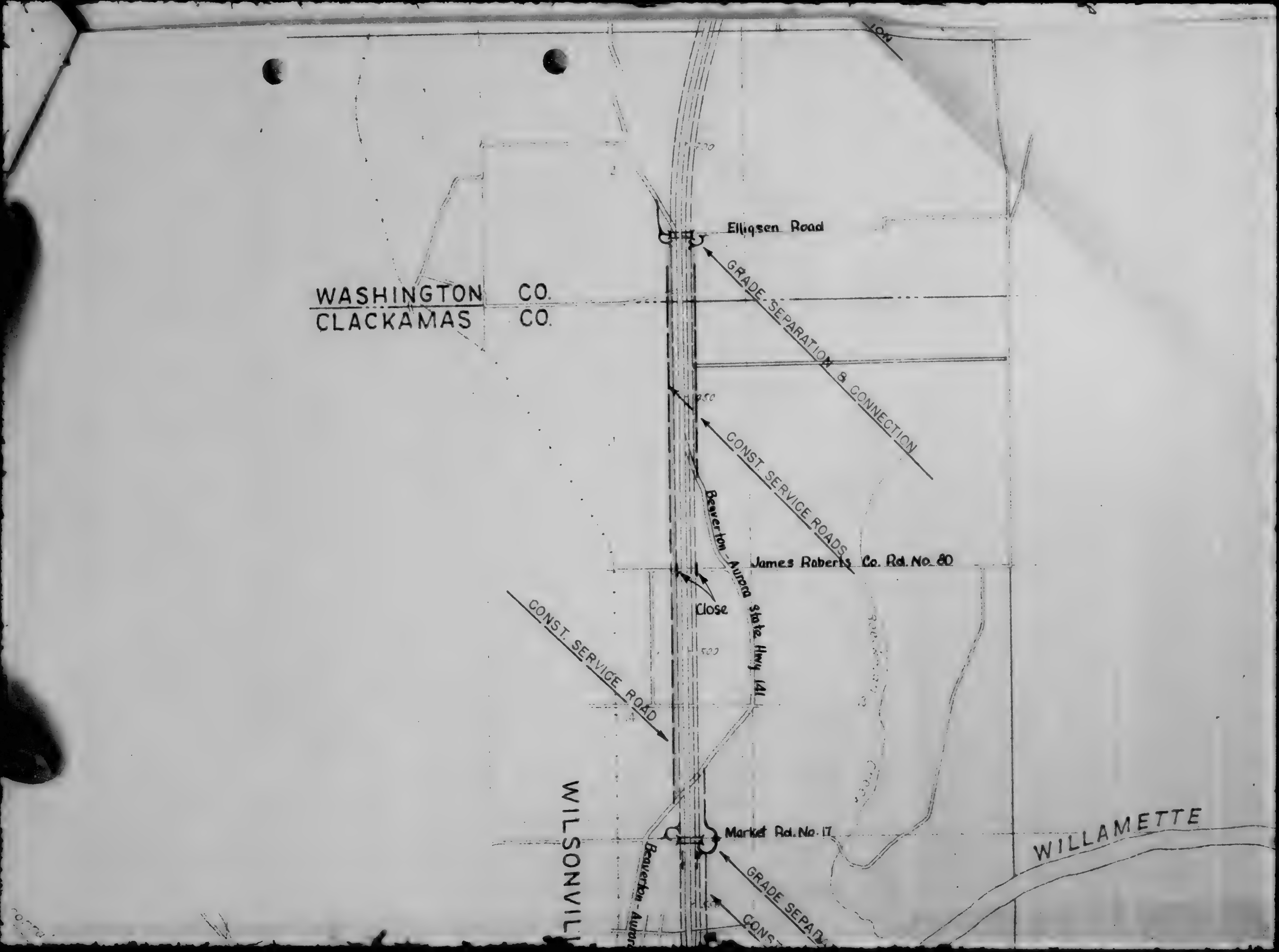
By Wallace R. Telford
County Judge

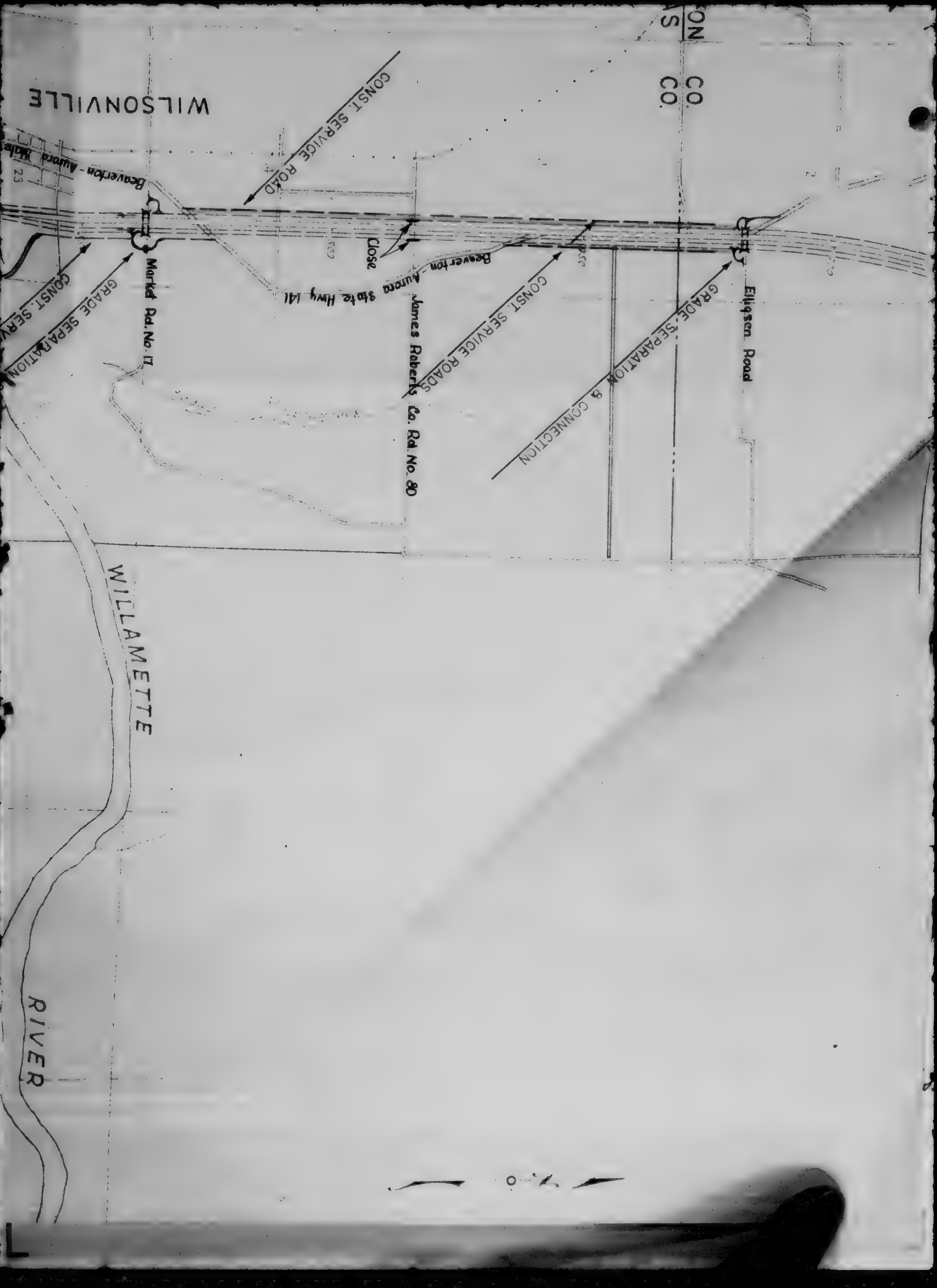
By
County Commissioner

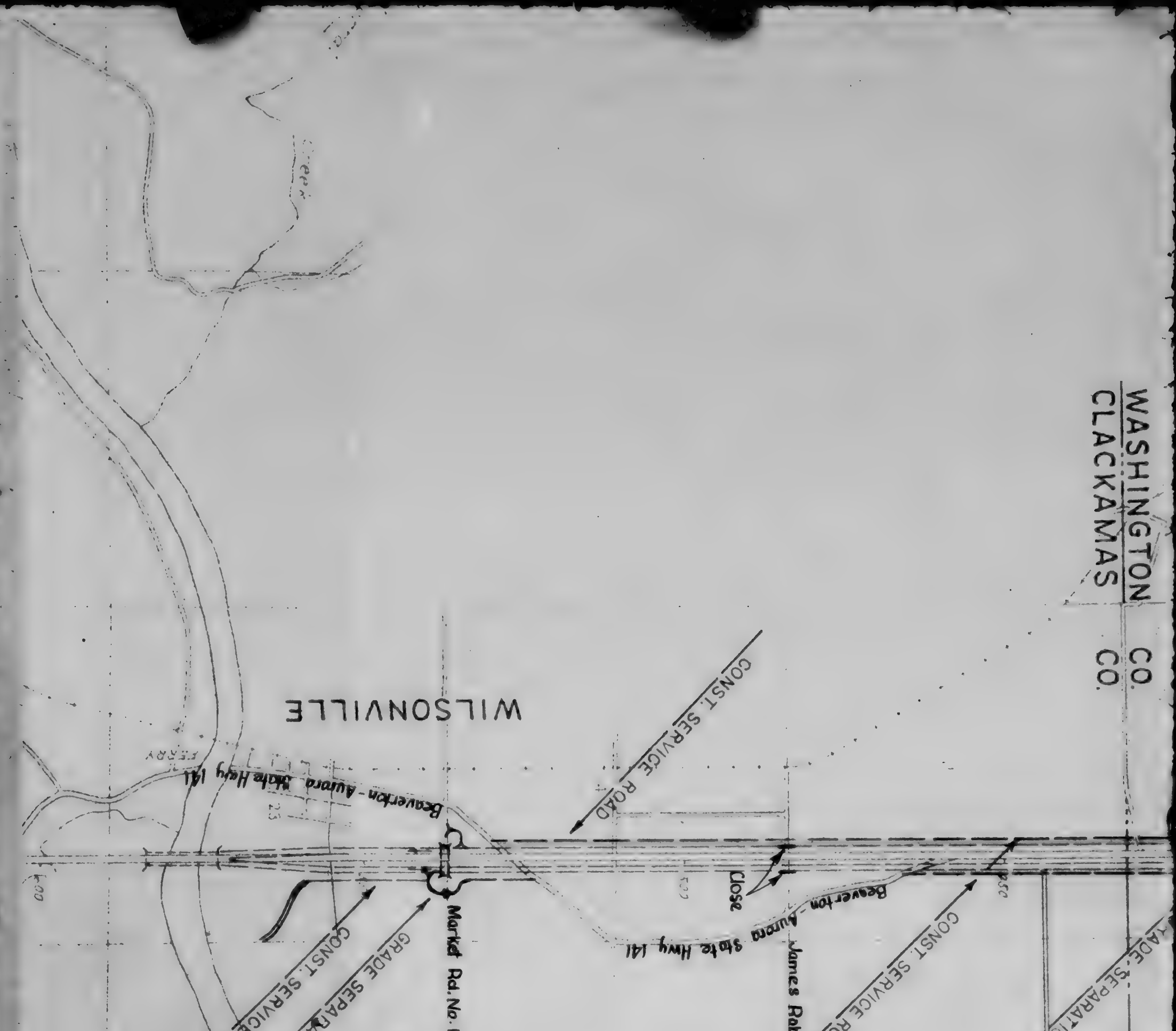
By
County Commissioner

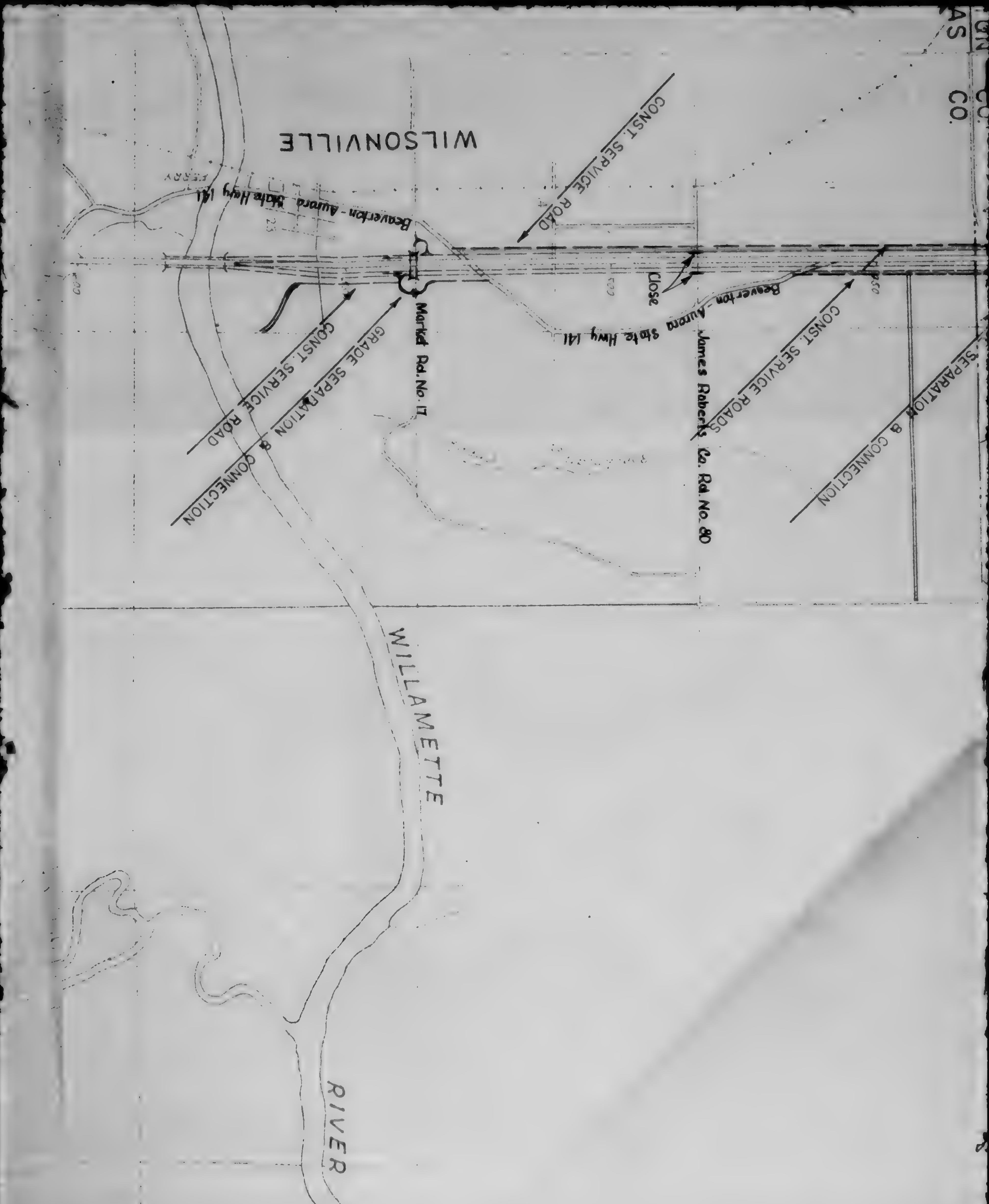
ATTEST: a True Copy without a map.
Guy Hall
County Clerk

By:
Deputy Clerk


WASHINGTON CO.
CLACKAMAS CO.
Elligsen Road
GRADE SEPARATION & CONNECTION
CONST. SERVICE ROADS
Beaverton - Aurora State Hwy. 141
James Roberts Co. Rd. No. 80
Close
CONST. SERVICE ROAD
WILSONVIL
Market Rd. No. 17
Beaverton - Aurora
GRADE SEPAR
CONST
WILLAMETTE


WILSONVILLE
CO.
CO.
CONST. SERVICE ROAD
Beaverton - Aurora Hwy
23
Market Rd. No. 17
GRADE SEPARATION
CONST. SERV
Close
Beaverton - Aurora State Hwy 141
James Roberts Co. Rd. No. 80
CONST. SERVICE ROADS
GRADE SEPARATION & CONNECTION
Ellingsen Road
WILLAMETTE
RIVER


WASHINGTON CO.
CLACKAMAS CO.
WILSONVILLE
FERRY
CONST. SERVICE ROAD
Beaverton-Aurora State Hwy 141
Close
Market Rd. No. 17
James Roberts Co. Rd. No. 80
CONST. SERVICE ROAD
GRADE SEPARATION & CONNECTION
CONST. SERVICE ROADS
GRADE SEPARATION & CONNECTION
WILLAMETTE


WILSONVILLE
FERRY
Beaverton - Aurora State Hwy 141
CONST. SERVICE ROAD
CONST. SERVICE ROAD
GRADE SEPARATION & CONNECTION
Market Rd. No. 17
Close
Beaverton - Aurora State Hwy 141
James Roberts Co. Rd. No. 80
CONST. SERVICE ROADS
SEPARATION & CONNECTION
AS CO.
CO.
WILLAMETTE
RIVER

RECEIVED
APR 7 1952
FOR FILING

Salem, Oregon
April 2, 1952

Mr. C. W. Enfield
Chief Counsel

The Clackamas County Court by resolution dated January 29, 1952, approved various methods of handling the county road and dedicated street intersections with the West Portland-Hubbard Highway as proposed by the Highway Commission in connection with Boones Ferry Road-Willamette River Unit, Barbur Boulevard-White School Section, which is being constructed as a throughway. The resolution adopted by the County was prepared by your Mr. Peterson from information furnished by the County and City Relations Division. Unexecuted copies of the resolution were returned to Mr. Peterson on January 25. The executed copies differ from the unexecuted copies on page 2. The last three lines of item d, page 2, and that portion of the next line above reading "..... it being understood that" were lined out in the executed resolution.

Since adoption of the resolution the Highway Commission would like to revise the provisions for the intersection of Clackamas County Road No. 80, also known as the James Roberts Road.

The original provisions were set forth in item d, page 2, of the resolution. The present plan calls for closure of County Road No. 80 at the easterly right-of-way boundary of the proposed throughway and at the east side of the proposed service road to be constructed along the west side of the throughway.

It is requested that a resolution for adoption by the Clackamas County Court be prepared to accomplish this revision. The Highway Commission will construct service roads along the east and west sides of the throughway to provide a connection from County Road No. 80 to suitable points of connection with the throughway. These points of connection are Elligsen Road in Washington County and Market Road No. 17 in Clackamas County. Enclosed for use as an exhibit are five copies of a map upon which the points of closure are shown by a red line and the proposed service roads colored in yellow. Four copies of the resolution in addition to any required by the Legal Department are needed.

Verbal approval of this change by two members of the Clackamas Court has been obtained and it is of the utmost importance that the resolution be prepared immediately so that its adoption can be accomplished while all parties are in agreement.

W. C. Williams
Assistant State Highway Engineer

WCW:me
Encl.
cc: John W. Cattrall

FORM E-90 25M 3-51 47190

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 2, 1952

SUBJECT:

To: Mr. W. C. Williams
OFFICE

Attached is a suggested letter to the Legal Department requesting preparation of a resolution for adoption by the Clackamas County Court consenting to the closure of County Road No. 80 at its intersection with the West Portland-Hubbard Highway.

John W. Cattrall
Engineer, County and City Relations

By

John F Hagemann
John F. Hagemann
Assistant Engineer

JFH:MM
Att.

RECEIVED
APR 1 1952
FOR FILING

March 31, 1952

R. A. Heintz Construction Co.
211 N. E. Columbia Blvd.
Portland 11, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3648 which was awarded to you on February 29, 1952 by the State Highway Commission, covering the Boones Ferry Road-Willamette River Unit of the Barbur Boulevard-White School Section of the West Portland-Hubbard Highway in Washington and Clackamas Counties.

We are also mailing an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded 3/31 gl

RECEIVED
[illegible] 1952
FOR FILING

Salem, Oregon
March 26, 1952

Mr. C. W. Enfield
Chief Counsel

The Washington County Court by resolution dated January 23, 1952, approved the various methods of handling the County Road and dedicated streets intersections with the West Portland-Hubbard Highway as proposed by the State in connection with the Boones Ferry Road-Willamette River Unit, Barbur Boulevard-White School Section, which is being constructed as a throughway. The resolution adopted by the County was prepared by your Mr. Peterson from information furnished by the County and City Relations Division. Unexecuted copies of the resolution were returned to Mr. Peterson on January 25, 1952.

Since adoption of the resolution the Highway Commission would like to revise the provisions for the intersection of Washington County Road No. 120, also known as Avery Road, as set forth in paragraph 2c of the resolution. Paragraph 2c provided that the County approves the plans for crossing at grade of County Road No. 120 until such time as the Highway Commission may in its discretion construct a grade separation structure.

The present plan calls for closure of County Road No. 120 at the easterly and westerly right-of-way boundary of the proposed throughway. This matter has been discussed with the Washington County Court members and they have given verbal assurance that they will approve the change.

It is requested that you prepare a resolution for adoption by the Washington County Court to accomplish the above revision. Enclosed for use as an exhibit are five copies of a map upon which the points of closure are shown by a red line. The resolution should also specify that the closure is being approved subsequent to construction by the Highway Commission of adequate turn-around facilities at or near the points of closure. Four copies of the resolution in addition to any required by the Legal Department are needed.

If you wish any further information on this matter, please contact the County and City Relations Division.

W. C. Williams
Assistant State Highway Engineer

Encl.

cc: John W. Cattrall

FORM E-30 25M 3-51 47198

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 26, 1952

SUBJECT:

To: Mr. W. C. Williams
OFFICE

Enclosed is a suggested letter with enclosures requesting the Legal Department to prepare a resolution for adoption by the Washington County Court to accomplish its approval of the closure of County Road No. 120.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
John F. Hagemann
Assistant Engineer, County and City Relations

JFH:MM
Encl.

RECEIVED
FOR FILING

FORM E-30X 25M 11-50 44702

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 20, 1952

SUBJECT:

To: Mr. A. G. Skelton
Division Engineer
State Highway Dept.
Portland, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

This is to advise that the subcontract between R. A. Heintz Construction Company and Goodat Crane Service, covering a portion of Item No. 1, on Contract No. 3648, Barbur Blvd. - Willamette River Section of the West Portland-Hubbard Highway, Ore. BFI 303 (4) (5), is approved, and you may so advice the interested parties.

Very truly yours,

W. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

cc W. C. Williams ✓
C. G. Polk (2)

RECEIVED
MAR [illegible] 1952
FOR FILING

March 6, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on February 11, 1952 on Contract No. 3648, Boones Ferry Road-Willamette River Unit of the Barbur Blvd.-White School Section, in connection with Federal Aid Project No. HFI-303 (4), HFI-303 (5).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:cw

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FOR FILING

February 29, 1952

E. A. Heintz Construction Company
211 N. E. Columbia Boulevard
Portland, Oregon

Gentlemen:

The State Highway Commission on January 31, 1952, accepted your proposal to perform work on the Boones Ferry Road-Willamette River Unit of the Barbur Boulevard-White School Section on the West Portland-Hubbard Highway in the vicinity of Tualatin in Washington and Clackamas counties for the sum of $663,945.50 and awarded contract No. 3648 to you subject to clearance of right of way and concurrence from the Bureau of Public Roads. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

I am enclosing a copy of the proposal form, which contains specifications, and may be useful pending preparation of the contract forms.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ad
Enc.

cc - R. G. Smith
S. H. Probert
Goldie Lewis
W. M. Fransen

STIC SERVICE
k the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE	LETTER TELEGRAM
VICTORY LETTER	SHIP RADIOGRAM

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
February 29, 1952
11:05 a.m.

R. A. Heintz Construction Company
211 N. E. Columbia Boulevard
Portland, Oregon

The State Highway Commission today received satisfaction of condition governing award to you of contract for Boones Ferry Road-Willamette River Unit of Barbur Boulevard-White School Section on West Portland-Hubbard Highway in Washington and Clackamas Counties, for which you submitted low bid on January 31, 1952. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

Confirmation
C. W. Head
Accounting (5001-900)
Files ✓

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FOR FILING
OREGON DISTRICT

C 71-[illegible]

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

February 29, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Projects BFI-303 (4) and BFI-303 (5), Boones Ferry Road-Willamette River Unit of the West Portland-Hubbard Highway, we hereby concur as of this date in award of contract to R. A. Heintz Construction Company of Portland, Oregon, low bidder in the amount of $663,845.50 at the January 31, 1952 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

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FOR FILING

February 29, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence is requested in the award today of contract for grading and bridge construction work on the Boones Ferry Road-Willamette River Section of the West Portland-Hubbard Highway, Projects BFI-303 (4) and BFI-303 (5), to the R. A. Heintz Construction Company of Portland, Oregon, on the basis of that company's bid of $663,645.50 submitted on January 31, 1952.

All rights of entry required in connection with this contract have been acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

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MAR 1 1952
FOR FILING

February 29, 1952

Mr. C. C. Folk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence is requested in the award today of contract for grading and bridge construction work on the Boones Ferry Road-Willamette River Section of the East Portland-Hubbard Highway, Projects BFI-303 (4) and BFI-303 (5), to the R. A. Heintz Construction Company of Portland, Oregon, on the basis of that company's bid of $663,[illegible]5.50 submitted on January 31, 1952.

All rights of entry required in connection with this contract have been acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

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MAR [illegible] 1952
FOR FILING
OREGON DISTRICT

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File

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

February 28, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project BFI-303(5), Boones Ferry Road-Willamette River (Structures) Unit of the West Portland-Hubbard Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification all rights of way or rights of entry have been acquired.

Please forward copies of the agreement with the Southern Pacific as soon as they are available.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
FOR FILING

Indexed
Alphabetically
Portland Gas & Coke Co

February 5, 1952

Mr. Grant Reddick
Portland Gas & Coke Company
Portland, Oregon

Dear Sir:

My attention has been called to the fact that you have an eight-inch gas main from Station 416 to Station 462 on the Boones Ferry-Willamette River Unit of the Barbur Boulevard-White School Section which will come under the southbound lane of our new highway.

I feel it is necessary that this line be removed to a position on the edge of the right of way so that it will be accessible for repairs and renewal. We do not feel that it would be consistent with the pains we are taking and the money we are expending in making this a section of the interstate highway system to jeopardize it by frequent repairs to the gas main, which a main of this age will certainly require.

Please arrange to move this line as soon as possible so that it will not be in the way of the contractor's operations.

Very truly yours,

W. W. Stiffler
Acting State Highway Engineer

HGS:AR me

cc Mr. W. C. Williams
Mr. H. G. Smith
Mr. A. G. Skelton
Mr. R. B. Sipprell

RECEIVED
FEB 1 1952
FOR FILING

January 29, 1952

Mr. L. P. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Mr. Hopkins:

We regret our delay in replying to your letter of January 8, 1952, file 322, requesting a copy of the special provisions for our proposed grading contract on the Boones Ferry Road-Willamette River Unit of the West Portland-Hubbard Highway which crosses your Newberg Branch near Tualatin.

We enclose a copy of the special provisions and plans as furnished prospective bidders on the project, together with two supplemental letters adding protective insurance and other requirements to the special provisions, which letters were subsequently mailed to them.

You will note that the railroad-highway grade separation structure at Station 218+60 is to be contracted at a later date, probably at the Commission's meeting about the middle of March.

It is our intent to furnish you a copy of the executed contract for the current project as soon as available, so that you will be fully informed in the matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

VCO'N:gm

Encl.

File

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OREGON DISTRICT

1371-303([illegible])

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

January 16, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project BFI-303(5), Boones Ferry Road-Willamette River (Structures) Unit of the West Portland-Hubbard Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

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OREGON DISTRICT

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BFI 303 (5)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

January 16, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Oregon Project BFI-303(5)
Boones Ferry Road-Willamette
River (Structures) Unit
Letter of Intent

NOTED
W. C. WILLIAMS

Dear Sir:

It has been determined that the subject project meets eligibility requirements, based on the criteria of essentiality described in Section Two of the Commissioner's memorandum of June 12, 1951, for an allotment of controlled materials and priority assistance.

Within the steel, copper and aluminum quantity limitations received from the Defense Production Administration, allotment of controlled materials will be made to the project when the contractor is ready to order his materials.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

Williams

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DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

January 16, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Oregon Project BFI-303(4)
Boones Ferry Road-Willamette
River Unit - Letter of Intent

Dear Sir:

It has been determined that the subject project meets eligibility requirements, based on the criteria of essentiality described in Section Two of the Commissioner's memorandum of June 12, 1951, for an allotment of controlled materials and priority assistance.

Within the steel, copper and aluminum quantity limitations received from the Defense Production Administration, allotment of controlled materials will be made to the project when the contractor is ready to order his materials.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

Williams

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OREGON DISTRICT

#3648

B71-303 (1)

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DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

January 16, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project BFI-303(4), Boones Ferry Road-Willamette River Unit of the West Portland-Hubbard Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending advice that all rights of way or rights of entry have been obtained.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

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3148

BFI-303(4)
BFI 303(5)

January 30, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are sending under separate cover twelve copies of a letter sent to prospective bidders for the Boones Ferry Road-Willamette River Unit, Projects Nos. BFI-303 (4) and BFI-303 (5) advising of an additional specification to be included in the special provisions to provide for protection of Southern Pacific Company and Western Union Company property in connection with construction of the project.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:tp

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FOR FILING

[illegible]
[illegible]
#31.4

Salem, Oregon
March 5, 1951

Mr. A. G. Skelton

On the Boones Ferry-White School Section the minimum rights-of-way widths are to be as follows:

From Station 223 to Station 240 the right-of-way width can be made variable, if you so desire, from the 220-foot width to 300 feet. From Station 240 throughout the balance of the project to the Marion County line the minimum width is to be 300 feet, with such additional widths acquired as may be necessary for traffic interchanges, frontage roads, cuts, fills, et cetera.

Please submit these descriptions as quickly as possible.

W. C. Williams

WCW:me

cc Mr. H. G. Smith

BFI-172(8) Bunker Hill Sec., Oregon 1952
Coast Hwy. (Grading & Paving)
#3649

OREGON STATE HIGHWAY DEPARTMENT
(date)
March 23, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3649	7 & 8 final	Porter W. Yett

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
4652	H-62532	$ 2,563.52	March 20, 1953

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Oct. 31, 1952

Time Extensions: None

Completion Date: Oct. 31, 1952

Date Accepted: Nov. 24, 1952

Penalties: None of record

Claims: None of record

Remarks:

Date: 3-23-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary
By Floyd Query
Acting Secretary

Warrant Mailed: MAR 24 1953
a. a. Wicklander

NOTED ON CARD
3-24-53

RECEIVED
MAR 8 1953
FOR FILING

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3649

March 6, 1953

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

State highway contract No. 3649 for work performed on the Bunker Hill Section of the Oregon Coast Highway in Coos County was completed by the contractor, Porter W. Yett on October 31, 1952 and was formally accepted by the Highway Commission on November 24, 1952.

Final payment in the amount of $2,563.52 will be released to the contractor on or after March 16, 1953. The total contract amount is $74,172.10, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

cc - Continental Casualty Co.
Tate, Westenfelder & Berg, Inc.
Wilcox Bldg.,
Portland 4, Oregon

NOTED ON CARD
3-6-53
rn

31-1

Form PR 2 (Revised 1946)

State Oregon

Project No. RF-172(8)

Federal Aid Bond Issue

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 5th day of January, 1953, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 20th day of November, 1951, a program, which was approved on the 15th day of January, 1952, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 16th day of January, 1952; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of forty-nine thousand and 00/100 dollars ($49,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Proceeds of Bonds authorized by Chapter 491, Oregon Laws 1951, viz.: (Include date and citation of act of legislature by which authorized)

~~(*b*) From other sources~~

Issue	Amount	Date of Issue	Beginning Date of Maturities
First	$15,000,000	Oct. 1, 1951	Oct. 1, 1952
Second	$15,000,000	Mar. 1, 1952	Mar. 1, 1953
Third	$10,000,000	Feb. 1, 1953	Feb. 1, 1954

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 51+71.6 in Section 35, T. 25 S., R. 13 W., W.M., and survey station 81+00 in Section 1, T. 26 S., R. 13 W., W.M., without exception,

, length 0.555 miles, in Coos County, being Oregon Federal Aid / Bond Issue project No. BF-172(8), consisting of 0.555 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~or a mile in length.~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator" "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of forty-nine thousand and 00/100 dollars ($49,000.00), which does not exceed the authorized Federal pro rata share of eighty-five thousand, eight hundred forty-six and 75/100 dollars ($85,846.75), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. No payments hereunder will be made to the State as the construction of said project progresses or immediately upon its completion, and no present or immediate obligation is created by this agreement against Federal-aid funds apportioned and now unobligated and available to the State, the purpose and intent of this agreement being to provide aid to the State, as authorized by section 5 of the Federal-Aid Highway Act of 1950, in retiring annual maturities of the principal indebtedness of the bonds mentioned in Article I hereof, and as such bonds mature annually and the State requests Federal reimbursement pursuant hereto to aid in meeting such annual maturities and certifies that such bonds have been retired the Bureau of Public Roads will submit vouchers to the Secretary of the Treasury for payment to the State Treasurer, hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon, of such sums based on such annual maturities as the State shall request and as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. If in any year no Federal funds apportioned to the State shall be unobligated and available from which payments hereunder may be made there shall be no obligation on the part of the Federal Government hereunder on account of bond maturities for that year.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:

(Include reference to statute authorizing

Chapter 529, Laws 1939.

funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds

Member, State Highway Commission
(Title of officer)

By M. A. McLean

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 10—11379-4

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day and year first

Oregon State Highway Department

Federal Aid Primary
Project No. BF-172 (8)

BUNKER HILL SECTION OF THE
OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 17, 1952

Type Code 6201
Roadway (Sta. 51+71.6 to 81+00)

All Required		Clearing and Grubbing		$ 4,900.00
200	cu. yds.	Structural Excavation, Unclassified	$ 5.00	1,000.00
3,800	cu. yds.	General Excavation, Unclassified	1.50	5,700.00
0.55	mile	Finishing Roadbed and Slopes	2,500.00	1,375.00
110	lin. ft.	8-inch Sewer Pipe	2.00	220.00
650	lin. ft.	12-inch Sewer Pipe	2.40	1,560.00
50	lin. ft.	Extra for Installing pipe under Pavement	5.00	250.00
200	lin. ft.	8-inch Perforated Metal Drain Pipe, Coated	3.10	620.00
40	cu. yds.	3/8" - 0 Backfill in Drains	6.00	240.00
250	lin. ft.	Salvaging Culvert Pipe	2.25	562.50
14	only	Concrete Catch Basins	70.00	980.00
1	only	Type "B" Manholes	300.00	300.00
180	cu. yds.	Concrete Curbs and Gutters	53.00	9,540.00
200	only	3/4" x 18" Dowel Bars in Gutter	0.70	140.00
15	only	Concrete Light Posts	10.00	150.00
4,100	cu. yds.	2½" - 0 Material in Base	4.50	18,450.00
1,000	cu. yds.	3/4" - 0 Material in Base and Shoulders	5.00	5,000.00
110	M-gals.	Sprinkling	3.00	330.00
0.55	mile	Preparation of Base	1,500.00	825.00
100	cu. yds.	3/4" - 0 Material in Binder Course	5.50	550.00
16	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	50.00	800.00
2,800	tons	Class "B" Asphaltic Concrete	8.50	23,800.00
500	lin. ft.	Asphaltic Concrete Traffic Markers	1.50	750.00
			Subtotal	$78,042.50
			10% Engr. & Cont.	7,804.25
			Total	$85,846.75

Length of Project	0.555 mile
Cost per mile	$154,678.82

Federal Funds	$49,000.00
State Funds	36,846.75
	$85,846.75

State Funds for Constr.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939; Chap. 491, Laws 1951.
State Funds for Maint.: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Primary
Project No. HF-172 (8)

BUNKER HILL SECTION OF THE OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 8, 1952

Type Code 6201
Roadway (Sta. 51/71.6 to 81/00)

All Required		Clearing and Grubbing		$ 3,000.00
200	cu. yds.	Structural Excavation, Unclassified	$ 4.00	800.00
3,800	cu. yds.	General Excavation, Unclassified	1.25	4,750.00
0.55	mile	Finishing Roadbed and Slopes	600.00	330.00
110	lin. ft.	8-inch Sewer Pipe	1.30	143.00
650	lin. ft.	12-inch Sewer Pipe	2.00	1,300.00
50	lin. ft.	Extra for Installing Pipe Under Pavement	2.50	125.00
200	lin. ft.	8-inch Perforated Metal Drain Pipe, Coated	2.25	450.00
40	cu. yds.	3/8" - 0 Backfill in Drains	6.00	240.00
250	lin. ft.	Salvaging Culvert Pipe	2.00	500.00
14	only	Concrete Catch Basins	85.00	1,190.00
1	only	Type "B" Manholes	200.00	200.00
180	cu. yds.	Concrete Curbs and Gutters	55.00	9,900.00
200	only	3/4" x 18" Dowel Bars in Gutter	0.50	100.00
15	only	Concrete Sight Posts	10.00	150.00
4,100	cu. yds.	2½" - 0 Material in Base	4.50	18,450.00
1,000	cu. yds.	3/4" - 0 Material in Base and Shoulders	5.00	5,000.00
110	M-gals.	Sprinkling	3.00	330.00
0.55	mile	Preparation of Base	600.00	330.00
100	cu. yds.	3/4" - 0 Material in Binder Course	5.50	550.00
16	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	60.00	960.00
2,800	tons	Class "B" Asphaltic Concrete	8.50	23,800.00
500	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	500.00
			Subtotal	$73,098.00
			10% Engr. & Cont.	7,309.80
			Total	$80,407.80

Length of Project	0.555 mile
Cost per mile	$144,878.90

Federal Funds	$49,000.00
State Funds	31,407.80
	$80,407.80

Oregon State Highway Department

Federal Aid Primary
Project No. BF-172 (8)

BUNKER HILL SECTION OF THE
OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, Feb ~~January 21~~, 1952

Type Code 6201
Roadway (Sta. 51+71.6 to 81+00)

All Required		Clearing and Grubbing		$ 1,500.00
200	cu. yds.	Structural Excavation, Unclassified	$ 4.00	800.00
3,800	cu. yds.	General Excavation, Unclassified	1.25	4,750.00
0.55	mile	Finishing Roadbed and Slopes	600.00	330.00
110	lin. ft.	8-inch Sewer Pipe	1.30	143.00
650	lin. ft.	12-inch Sewer Pipe	2.00	1,300.00
50	lin. ft.	Extra for Installing Pipe Under Pavement	2.50	125.00
200	lin. ft.	8-inch Perforated Metal Drain Pipe, Coated	2.25	450.00
40	cu. yds.	3/8" - 0 Backfill in Drains	6.00	240.00
250	lin. ft.	Salvaging Culvert Pipe	2.00	500.00
14	only	Concrete Catch Basins	85.00	1,190.00
1	only	Type "B" Manholes	200.00	200.00
180	cu. yds.	Concrete Curbs and Gutters	50.00	9,000.00
200	only	3/4" x 18" Dowel Bars in Gutter	0.50	100.00
15	only	Concrete Sight Posts	10.00	150.00
4,100	cu. yds.	2½" - 0 Material in Base	4.00	16,400.00
1,000	cu. yds.	3/4" - 0 Material in Base and Shoulders	4.25	4,250.00
110	M-gals.	Sprinkling	3.00	330.00
0.55	mile	Preparation of Base	600.00	330.00
100	cu. yds.	3/4" - 0 Material in Binder Course	5.50	550.00
16	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	60.00	960.00
2,800	tons	Class "B" Asphaltic Concrete	8.00	22,400.00
500	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	500.00
			Subtotal	66,498.00
			10% Engr. & Cont.	6,649.80
			Total	$73,147.80

Length of Project	0.555 mile
Cost per mile	$131,797.83

Federal Funds- -	$45,000.00
State Funds- -	28,147.80
	$73,147.80

January 22, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing six copies of estimate to accompany plans and specifications for the Bunker Hill Section, Project No. BFI-172 (8).

Likewise are being enclosed six copies of bid sheet Number 3 and Special Provision page Numbers 21 and 22.

These documents have been revised by the elimination of the items "R-1 Emulsified Asphalt in Seal Coat" and "Aggregate in Seal Coat," which change has been made for the reason the specified completion date for the project is October 31, 1951 and your request that no seal coat be placed after September 1st. The construction of the Seal Coat will be included in the project authorization cost as an extra work item (non-Federal Aid) to be done during a more favorable time of year.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:tp
Encl.

Oregon State Highway Department

Federal Aid Primary
Project No. BF-172 (8)

BUNKER HILL SECTION OF THE
OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 10, 1952

Type Code 6201
Roadway (Sta. 51+71.6 to 81+00)

All Required		Clearing and Grubbing		$ 1,500.00
200	cu. yds.	Structural Excavation, Unclassified	$ 4.00	800.00
3,800	cu. yds.	General Excavation, Unclassified	1.25	4,750.00
0.55	mile	Finishing Roadbed and Slopes	600.00	330.00
110	lin. ft.	8-inch Sewer Pipe	1.30	143.00
650	lin. ft.	12-inch Sewer Pipe	2.00	1,300.00
50	lin. ft.	Extra for Installing Pipe Under Pavement	2.50	125.00
200	lin. ft.	8-inch Perforated Metal Drain Pipe, Coated	2.25	450.00
40	cu. yds.	3/8" - 0 Backfill in Drains	6.00	240.00
250	lin. ft.	Salvaging Culvert Pipe	2.00	500.00
14	only	Concrete Catch Basins	85.00	1,190.00
1	only	Type "B" Manholes	200.00	200.00
180	cu. yds.	Concrete Curbs and Gutters	50.00	9,000.00
200	only	3/4" x 18" Dowel Bars in Gutter	0.50	100.00
15	only	Concrete Sight Posts	10.00	150.00
4,100	cu. yds.	2½" - 0 Material in Base	4.00	16,400.00
1,000	cu. yds.	3/4" - 0 Material in Base and Shoulders	4.25	4,250.00
110	M-gals.	Sprinkling	3.00	330.00
0.55	mile	Preparation of Base	600.00	330.00
100	cu. yds.	3/4" - 0 Material in Binder Course	5.50	550.00
16	tons	Furnishing and Placing MC-3 Asphalt in Binder Course	60.00	960.00
2,800	tons	Class "B" Asphaltic Concrete	8.00	22,400.00
~~16~~	~~tons~~	~~RS-1 Emulsified Asphalt in Seal Coat~~	~~60.00~~	~~960.00~~
~~100~~	~~cu. yds.~~	~~Aggregate in Seal Coat~~	~~6.00~~	~~600.00~~
500	lin. ft.	Asphaltic Concrete Traffic Markers	1.00	500.00
		Subtotal		~~68,058.00~~ 66498.00
		10% Engr. & Cont.		~~6,805.80~~ 6649.80
		Total		~~74,863.80~~ 73,147.80

Length of Project	0.555 mile	
Cost per mile	~~$134,889.73~~ $ 131,797.83	
Federal Funds- -	~~$46,000.00~~	45000.00
State Funds- -	~~28,863.80~~	28147.80
	~~$74,863.80~~	73147.80

February 13, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are sending under separate cover six copies of estimate to accompany plans and specifications for the Bunker Hill Section, Project No. BF-172 (8).

Further study by our Cost Analyst has indicated some of the unit prices in the estimate submitted previously to be somewhat low. Accordingly, the unit prices for "Clearing and Grubbing" and the items containing rock aggregates have been revised to result in increasing the total cost of project from $73,147.80 to $80,407.00.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:gs

Form E-1

EF1-172([illegible])

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Nov. 22, 1952, 19

Section Bunker Hill

Kind of work Grade & Pave

Highway Oregon Coast

Section prefix 6 - 1044

Contractor Porter W. Yett

Contract number 3649

Date of contract Mar. 7, 1952, 19

Date of completion October 31, 1952, 19

Date work started April 18, 1952, 19

Estimated date of completion " " ", 19

Amount of contract . . . . $ 78,042.50

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $74,155.66

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $ 5950.00, 7.62 %

Date project was completed October 31, 1952, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Engineering above includes Exchange Time overtime yet to be charged out.

Completed the semi-final estimate Friday this week. Will ship it Monday the 24th.

Final report.

RECEIVED
NOV 24 1952
OFFICE OF
CONSTRUCTION ENGINEER

Signed C C Hall

Address North Bend, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.55	0.55			0.55
Miles partially completed	All	All			All
Miles completed	"	"			"
Total estimated quantities	3369.6	4077			2759
Estimated quantities moved or placed to date	Completed	COMPLETED			COMPLETD
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	FAIR		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

[illegible] FOR FILING

BFI-172(8)

3649

November 21, 1952

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

It is the intention of the State Highway Commission to release to Porter W. Yett a portion of the funds heretofore retained by the Commission on contract No. 3649, for grading and paving on the Bunker Hill Section of the Oregon Coast Highway in Coos County.

This payment, in the amount of $5,748.23, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $2,214.70. The present payment will be released to the contractor on or after December 1,1952.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tate,Westenfelder & Berg,Inc.
Wilcox Bldg.
Portland 4, Oregon

[illegible]

11-21-52, g

RECEIVED
NOV 18 1952
FOR FILING

FF1-172 (8)

3649

November 17, 1952

Mr. C. G. Polk
District Engineer
Department of Commerce
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on October 31, 1952 on Contract No. 3649, Bunker Hill Section, in connection with Federal Aid Project No. UFF172 (8).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:gs

cc: John Cattrall

RECEIVED
AUG 7 1952
FOR FILING

Cross Referenced To:

Indexed Alphabetically

Kuni, Lloyd

August 6, 1952

Mr. Lloyd Kuni
Coos Bay, Oregon

Dear Sir:

With reference to your complaint to the Honorable Ben R. Chandler, Chairman of the State Highway Commission, relative to your not being able to furnish gravel from the Coquille River for the highway work south of Coos Bay, under contract to Porter W. Yett, because the Umpqua gravel was free of royalty charge, advise as follows:

In calling for bids on this project, the State Highway Department listed tentative sources of material which were satisfactory for use, but as the State did not control the sources of material the contractor was required to make his own arrangements for obtaining the materials provided they met the State's specifications. Bars in both the Coquille and Umpqua Rivers were specified as satisfactory for use.

The contractor apparently decided that obtaining materials from the Umpqua River would be better for his operations. Contrary to your information, the State Land Board is charging a royalty for these materials obtained from the Umpqua River.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi
cc Mr. Ben R. Chandler
Mr. W. C. Williams

AUG 7 1952
FOR FILING

Salem, Oregon
August 5, 1952

Mr. W. C. Williams

You were to prepare a letter for me to Lloyd Kuni about the gravel situation on the Porter Yett job at Coos Bay.

R. H. Baldock

RHB:hi

RECEIVED
FOR FILING
FORM E-30K 15M 1-52 88419

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 15, 1952

SUBJECT:

To:
Mr. Tom Edwards
Division Engineer
State Highway Dept.
Roseburg, Oregon

Dear Sir:

The subcontract between Porter W. Yett and E. L. Gates Company, covering Items 1, 3, and 4, on the Bunker Hill Contract of the Oregon Coast Highway, Ore. BFI-172 (8), is approved, and you may so advise the interested parties.

Four copies of the subcontract are being returned herewith for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

Encls.

cc W. C. Williams
C. G. Polk (2)

RECEIVED

ECEIVED
FOR FIL
FORM E-30X 25M 11-50 44702

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 28, 1952

SUBJECT:

To: Mr. Tom Edwards
Division Engineer
State Highway Dept.
Roseburg, Oregon

Dear Sir:

Please be advised that the subcontract between Porter W. Yett and Johnson & Amens, covering Items 11 to 14 inclusive, on the Bunker Hill Section of the Oregon Coast Highway, Ore. BFI-172 (8), is approved, and you may so inform the interested parties.

Four copies of the subcontract are being returned herewith for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

Encls.

cc W. C. Williams ✓
C. G. Polk (2)

RECEIVED
1952
FOR FILING

BFI-172(8)

3649

Files.

April 21, 1952

Mr. C. G. Polk
District Engineer
Department of Commerce
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on April 18, 1952 on Contract No. 3649, Bunker Hill Section, in connection with Federal Aid Project No. BFI-172 (8).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

RECEIVED
FOR FILING

[illegible]

3649

April 9, 1952

Armco Drainage & Metal Products, Inc.
North Pacific Division
2321 S. E. Gladstone Street
Portland 2, Oregon

Gentlemen:

In accordance with your request of March 25, I am forwarding herewith a map showing the details of the installation of the 84-inch cattle pass to be installed by Porter Yett on the Bunker Hill-Delmar Section of the Oregon Coast Highway, Station 227+75.9, as a combination tunnel liner and galvanized corrugated metal cattle pass.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc H. G. Smith
Tom Edwards

bl

FORM E-20X 15M 1-52 55419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
April 8, 1952

SUBJECT:

To:

Mr. H. G. Smith
Construction Engineer
State Highway Dept.
Salem, Oregon

Dear Sir:

We are forwarding through your office a detail sketch of the 84" diameter combination Tunnel Liner and Galvanized Corrugated Metal Cattle Pass which is to be installed by Porter Yett Company on the Bunker Hill-Delmar Section of the Oregon Coast Highway, as requested in the attached letter which has been received from the Armco Drainage and Metal Products, Inc. of Portland.

Very truly yours,

TOM EDWARDS,
Division Engineer

By

FRANK D. MORGAN,
Ass't Div. Engr.

FDM:aso

Enc.

RECEIVED
[illegible] 1952
OFFICE OF
CONSTRUCTION ENGINEER

ALL ORDERS ACCEPTED SUBJECT TO THE CONDITIONS ON BACK HEREOF

ARMCO DRAINAGE & METAL PRODUCTS, INC.

NORTH PACIFIC DIVISION

2321 S. E. GLADSTONE STREET ARMCO PORTLAND 2, OREGON

March 25, 1952

RECEIVED
MAR 26 1952
ROSEBURG

Mr. Tom Edwards, Div. Engineer
Oregon State Highway Commission
Roseburg, Oregon

Dear Mr. Edwards:

We have been instructed by the Porter Yett Company, Contractors, who hold the contract for The Oregon State Highway Bunker Hill-Delmar Section, to furnish the material for the 84" diameter combination Tunnel Linner and Galvanized Corrugated Cattle Pass.

So that we will be sure and furnish the proper material to the specifications we would appreciate it if you would send us just as soon as possible a detail of the installation.

Thank you for your consideration.

Very truly yours,

ARMCO DRAINAGE & METAL PRODUCTS, INC.

Victor Kashevarof

Victor Kashevarof
North Pacific Division

VK:mh

Gilmore 4391

Will get sketch from [illegible]

ARMCO
FABRICATED
PRODUCTS [illegible]

ARMCO DRAINAGE & METAL PRODUCTS, INC.

CONDITIONS OF SALE

1. All orders are subject to acceptance at Seller's Offices at the address shown on the face hereof.

2. Title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment, but neither the Buyer nor the conisgnee shall have the right to divert or reconsign such shipment to any destination other than specified in the bill of lading without permission of the Seller.

3. If Buyer shall fail to comply with any provision or fail to make payments in accordance with the terms of this contract or of any other contract between Buyer and Seller, Seller may at its option defer further shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right before making any delivery to require payment in cash or security for payment; and if Buyer fails to comply with such requirement, Seller may terminate this contract.

4. Seller shall not be liable for failure or delay in delivery due to acts of God, differences with workmen, local labor shortages, fire, flood or other casualty, governmental regulations or requirements, shortages or failure of raw materials, supplies, fuel, power or transportation, breakdown of equipment, or any other causes beyond Seller's reasonable control whether of similar or dissimilar nature than those enumerated. In no event shall Seller be liable for any consequential damages or claims for labor resulting from failure or delay in delivery.

5. Claims by Buyer must be made promptly upon receipt of shipments and Seller given an opportunity to investigate. Seller shall incur no liability for damage, shortages, or other cause alleged to have occured or existed at or prior to delivery to the carrier unless Buyer shall have entered full details thereof on its receipt to the carrier.

6. There are no understandings, terms or conditions not fully expressed herein. There is no implied warranty or condition except an implied warranty of title to, and freedom from encumbrance of, the products sold hereunder, and in respect of products bought by description that they are of merchantable quality. Seller's liability hereunder shall be limited to the obligation to replace material proven to have been defective in quality or workmanship at the time of delivery, or allow credit therefor at its option. In no event shall Seller be liable for consequential damages or for claims for labor.

7. The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

8. Unless it shall have expressly agreed thereto in writing, the Seller shall not be responsible for the results of any technical advice in connection with the design, installation or use of the products sold hereunder.

9. Any tax imposed in respect of the sale of the products sold hereunder shall be added to and paid as part of the purchase price.

10. Failure of either party to enforce any right hereunder shall not waive any right in respect of other or future occurrences.

1350 A. D. & M. P.

RECEIVED
FOR FILING

April 7, 1952

Mr. Porter W. Yett
6500 N. E. Ainsworth St.
Portland 13, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3649, which was awarded to you on March 7, 1952 by the State Highway Commission, for grading and paving on the Bunker Hill Section of the Oregon Coast Highway in Coos County.

We are also mailing an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

4/7 gl

RECEIVED
MAR 19 1952
FOR FILING
FORM E-30 25M 6-51 49713

[illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 17th, 1952

SUBJECT:

To: Mr. W. C. Williams
Ass't. State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

Reference is made to your letter of March 6th, concerning duplex wire laid by the telegraph company along the railroad tracks on the Bunker Hill-Delmar Section.

This wire had nothing to do with the clearing operations but was required by the Railroad before we could place the fills on the easterly side of the track to form a counterbalance to protect the railroad from lateral displacement by our fills. The telegraph poles on this section were placed in the railroad fills in such a position that the Railroad considered it impossible for the contractor to preserve them during his grading operations.

The railroad officials have been asparticular with the Coos Bay Branch line as they are on main line, partly, I presume, because part of the trains are operated by the Coos Bay Lumber Company under a trackage agreement.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

Salem, Oregon
March 6, 1952

Mr. H. G. Smith

In the past, our manner of determining when to pay for protection of utility lines has been somewhat indefinite, and I believe it is high time that on each specific job the specifications be very definite as to how such work is to be handled.

Although there have been several instances of some confusion in this matter, I have in mind a recent one (on the Bunker Hill-Delmar Section) where it appears authority was granted the Telegraph Company to lay a duplex wire on the ground along the railroad tracks, so that the grading contractor could proceed with the clearing operations. We are now confronted with the billing of some $4,000, which, of course, we shall have to pay, as the work was authorized.

Our specifications on this job require the contractor to "protect pole lines." Now we know that in certain instances it is not possible to protect existing lines without moving them temporarily or installing a conduit, but our manner of handling the lines should be determined at the time of calling bids, so that the matter can be properly handled without confusion as to what is the contractor's responsibility, et cetera.

Will you please give this matter your close attention on future projects.

W. C. Williams

WCW:me

cc Mr. S. H. Probert

RECEIVED
MAR [illegible] 1952
FOR FILING

C 97
3049

March 7, 1952

Porter [illegible]. Yett
65[illegible]0 N. E. Ainsworth
Portland 13, Oregon

Dear Sir:

The State Highway Commission on February 19 accepted your proposal to perform grading and paving work on the Bunker Hill Section of the Oregon Coast Highway in Coos County, for the sum of $78,042.50, and awarded contract No. 3049 to you subject to clearance of right of way and concurrence by the Bureau of Public Roads. This note is to inform you that such condition has now been satisfied.

Pursuant to instructions from the Commission, contract forms are now being prepared and will be mailed to you shortly for execution.

I am enclosing a copy of the proposal form, which contains specifications, and may be useful pending preparation of the contract forms.

This confirms my wire to you of this date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

wf
Enc.

cc - Wm. M. Fransua (S.I.A.C.)
R. G. Smith
Goldie Lewis
S. H. Probert

SERVICE
the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE	LETTER TELEGRAM
VICTORY LETTER	SHIP RADIOGRAM

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
March 7, 1952
10:50 a.m.

Porter W. Yett
6500 N. E. Ainsworth
Portland 13, Oregon

The State Highway Commission today received satisfaction of condition governing award to you of contract for grading and paving on the Bunker Hill Section of Oregon Coast Highway in Coos County for which you submitted low bid on February 19. Contract forms will be mailed you shortly for execution.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Confirmation
C. W. Head
Accounting (5001-900)
Files

RECEIVED
FOR FILING
OREGON DISTRICT
3649

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

March 7, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today, we hereby concur as of this date in award of contract for Oregon Project FI - 172(6), Bunker Hill Section of the Oregon Coast Highway, to Porter W. Yett of Portland, Oregon, on the basis of his bid of $78,042.50 submitted at the February 19, 1952 bid opening.

Very truly yours,

C G Polk
C. G. Polk
District Engineer

RECEIVED
STATE HIGHWAY COMMISSION

RECEIVED
MAR 24 1952
FOR FILING

March 7, 1952

Mr. C. C. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence is requested in the award today of contract for 0.55 mile of grading and paving on the Bunker Hill Section of the Oregon Coast Highway in Coos County, Project FI-172 (8), to Porter W. Yett of Portland, Oregon, on the basis of the bid of $76,042.50 submitted by him on February 19, 1952.

All rights of entry required in connection with this project have been acquired.

Very truly yours,

R. H. Baldock
State Highway

W. C. Williams
Assistant State Highway Engineer

SHP:cw

RECEIVED
FOR FILING

[illegible]

3641

February 26, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

In explanation of the Commission's desire to award contract for the Bunker Hill grading and paving work, Project BFI-172 (8), on the basis of the single bid received on February 19, notwithstanding the fact that this bid exceeds the engineer's estimate by 6.75 per cent, we offer the following:

We have advertised this project for bids twice, receiving the first time two bids and the second time only one bid. Thus the project is indicated to be an undesirable one and one for which there is no competition among contractors.

The bid of the one firm, other than Porter W. Yett, that has bid on the project, is $6,470 or 8.3 per cent above the bid of Porter W. Yett.

The items on which Mr. Yett's bid are above the estimated prices are limited almost entirely to grading items; the items most difficult to estimate accurately and the items on which the most risk is involved. This fact is an indication we think, that the contractors' higher prices are due in part at least to uncertainties and risks which have not been fully evaluated in the engineer's estimate.

Conditions obtaining on the project for which due allowances may not have been made in the engineer's estimate are as follows:

1. Traffic interference. The project is at the south edge of the city of Coos Bay and the traffic to be handled over the work during construction is above 7,500, including considerable truck traffic. This will slow down the contractor's operations and entail much extra expense.

2. Excavations are shallow and must, in large part, be moved across the travelled roadway under traffic.

3. Embankments are on marshy land immediately adjacent to a railroad fill. This situation could easily be a source of trouble and extra expense.

4. The project is short (0.55 mile) and pay quantities are small, with the result that allowances for fixed expenses, allowances for risks, et cetera represent a larger than normal percentage of cost.

The State is not in position to perform the work with its own forces and doubts that it could in that manner effect a saving in cost if it were. There is no reason to expect that readvertisement for bids will result in a price below that bid by Porter W. Yett.

In view of the foregoing, we feel that the interest of the State will be best served by accepting the bid of Mr. Yett.

Very truly yours,

E. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

RECEIVED
FOR FILING

B71-173(1)

7649

B71-172(8)

February 20, 1952

Mr. Porter W. Yett
6500 N. E. Ainsworth Avenue
Portland, Oregon

Dear Mr. Yett:

The State Highway Commission has accepted the bid in the amount of $78,042.50 for grading and paving of the Bunker Hill Section of the Oregon Coast Highway in Coos County, submitted by you on February 19, 1952. Yours was the low bid received for this project and the Commission has awarded the contract to you subject to clearance of right of way matters and concurrence by the Bureau of Public Roads.

The Engineer was authorized and instructed to prepare contract forms for execution by you when such concurrence has been received from the Bureau of Public Roads and the right of way matters have been clarified.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhs

cc: H. G. Smith
S. H. Probert
W. M. Franzwa, SIAC

RECEIVED
FOR FILING

BFI-172(8)

# 3649

BFI-172(8)

January 22, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing six copies of estimate to accompany plans and specifications for the Bunker Hill Section, Project No. BFI-172 (8).

Likewise are being enclosed six copies of bid sheet Number 3 and Special Provision page Numbers 21 and 22.

These documents have been revised by the elimination of the items "RS-1 Emulsified Asphalt in Seal Coat" and "Aggregate in Seal Coat," which change has been made for the reason the specified completion date for the project is October 31, 1951 and your request that no seal coat be placed after September 1st. The construction of the Seal Coat will be included in the project authorization cost as an extra work item (non-Federal Aid) to be done during a more favorable time of year.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:tp

Encl.

FOR FILING
BF-172(8)
OREGON DISTRICT
3649

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

January 16, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Oregon Project BF-172(8)
Bunker Hill Section of the
Oregon Coast Highway
Letter of Intent

Dear Sir:

It has been determined that the subject project meets eligibility requirements, based on the criteria of essentiality described in Section Two of the Commissioner's memorandum of June 12, 1951, for an allotment of controlled materials and priority assistance.

Within the steel, copper and aluminum quantity limitations received from the Defense Production Administration, allotment of controlled materials will be made to the project when the contractor is ready to order his materials.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

RECEIVED
FOR FILING
OREGON DISTRICT 172(8)
# 3649

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

January 16, 1952

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Project BF-172 (8), Bunker Hill Section of the Oregon Coast Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer.

This is to authorize your advertising for bids.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

2-1602 1/52

Corvallis Traffic Signals.

#3650

RECEIVED
FOR FILING
3-1 [illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)
March 13, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3650	3-final	ELECTRIC CORPORATION	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
4214	R-62099	$ 682.50	3/13/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Aug. 31, 1952

Time Extensions: Extended to Nov. 30, 1952 without penalty

Completion Date: Sep. 30, 1952

Date Accepted: Oct. 20, 1952

Penalties: None of record

Claims: None of record

Remarks:

Date: 3-17-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

NOTED ON CARD

RECEIVED
FEB 26 1953
FOR FILING

February 25, 1953

General Casualty Company of America
Huggins Insurance Agency
373 No. Church St.
Salem, Oregon

Gentlemen:

State Highway Contract No. 3650 for installing traffic signals on Van Buren-"A" Street Section in Corvallis, Benton County, was completed on September 30, 1952 by the contractor, Electric Corp., and was formally accepted by the Highway Commission on October 20, 1952.

Final payment in the amount of $682.50 will be released to the contractor on or after March 7, 1953. The total contract amount is $5,460.00 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Dept.

NOTED ON CARD

R

2-1100

December 11, 1952

Electric Corp
1270 Wilber St.
Salem, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on November 24, 1952, had under discussion your request for an extension of time of 30 days, from August 31 to and including November 30, 1952, within which to complete your contract No. 3650 for installing Corvallis Traffic Signals on Van Buren-"A" Street Section in Benton County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: J. D. Walker
Division Engineer

Haven Nutting,
Resident Engineer

G. S. Paxson,
Bridge Engineer

RECEIVED
NOV [illegible] 1952
FOR FILING

November 3, 1952

Request for extension of time
No. 6
November 24-25 meeting.

State Highway Commission

Gentlemen:

Re: Corvallis Traffic Signals
Contract [illegible]
Electric Corporation, Contractor

Herewith copy of a request from Electric Corporation for an extension of time, from August 31 to and including November 30, 1952, on the contract for the traffic signals on the Pacific Highway in Corvallis.

These traffic signals have been in operation since September 12th. The job cannot be completed without the delivery and installation of box extensions and spare keys for the controller. These will be installed as soon as they are received. It is recommended that the extension be granted without penalty to the contractor. This is a State Project and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

CBP:m

RECEIVED
MAY 1 1952
FOR FILING

May 1, 1952

Electric Corp.
1270 Wilber St.
Salem, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3650 which was awarded to you on March 13, 1952 by the State Highway Commission, covering installation of traffic signals on the Van Buren "A" Street Section at Corvallis.

We are also mailing an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded

RECEIVED

FOR FILING

March 17, 1952

Electric Corporation
1270 Wilber Street
Salem, Oregon

Gentlemen:

The State Highway Commission on March 13, 1952, awarded you Contract No. 3650 for furnishing and placement of traffic signals on Pacific Highway in Corvallis, Benton County. This award was based on your low bid of $5,460.00 submitted on that date.

I am enclosing a copy of the proposal form, which contains specifications, and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhs
encl.

cc: H. G. Smith
S. H. Probert
G. S. Paxson
W. M. Franzwa, SIAC

RECEIVED
MAR 11 1952
FOR FILING

March 12, 1952

Mr. J. C. onvill, City Manager
City Hall
Corvallis, Oregon

Dear Sir:

We are enclosing herewith, for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Corvallis covering traffic signal installation on Madison Street at 3rd and 4th Streets in the City of Corvallis.

Yours very truly,

EGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
[illegible] 1952
FOR FILING

2-1602
OFFICE OF THE
CITY ENGINEER
2650

City of Corvallis
HOME OF OREGON STATE COLLEGE
CORVALLIS, OREGON

February 27, 1952

Corvallis
3187

R. H. Baldock
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

ATTN: John W. Cattrall
Engineer, County and City Relations

Dear Sir:

In answer to your letter of February 21 requesting written permission from Mountain States Power Company to attach to supervisory cables, please be advised that permission has been received and the original copy, addressed to Mr. James C. Convill, is herewith enclosed.

Very truly yours,

V. L. Goodnight
City Engineer

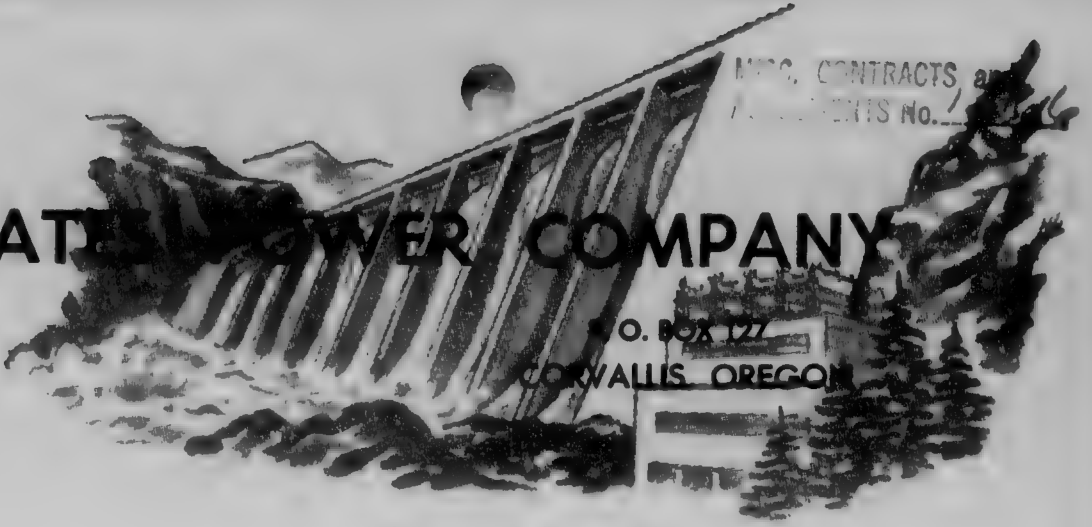
VLG:lb

cc: J. C. Convill

Encl

RECEIVED
FEB 29 1952
ENGINEER
COU[illegible]ONS

MISC. CONTRACTS and AGREEMENTS No. [illegible]



MOUNTAIN STATES POWER COMPANY

P.O. BOX 127
CORVALLIS, OREGON

February 27, 1952

James O. Convill
City Manager
Corvallis, Oregon

Dear Mr. Convill:

This letter is to grant the City of Corvallis permission to attach the new supervisory cable for the new traffic lights on Madison Street to the existing supervisory cable located on our poles in the alley between 3rd. & 4th streets.

Yours truly,
MOUNTAIN STATES POWER CO.

EThoman

E.O. Thoman
District Manager

dk

OFFICE COPY

OFFICE COPY

RECEIVED
FEB 29 1952
ENGINEER
[illegible]

6

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MAR 1 [illegible] 1952
FOR FILING
FORM E-30 25M 3-51 47190

2-1602

[illegible]

[illegible] 266

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 21, 1952

SUBJECT: Assignment No. 3187

To: Mr. W. C. Williams
OFFICE

REFERRED TO
Glaisyer
By Asst. Chief Engineer

REFERRED TO
[illegible]
BY SECRETARY

stamp authorization date & [illegible]

Herewith for presentation to the Commission are three copies of an agreement covering traffic signal installation on Madison Street at 3rd and 4th Streets in the City of Corvallis. Two copies of this agreement have been signed by the proper city officials.

Checks in the amount of $3,000 representing the city's advance deposit have been received and forwarded to Mr. Glaisyer.

John W. [illegible]
Engineer, County and City Relations

By

Robert H. Grange
Robert H. Grange
Office Engineer

NOTED
W. C. WILLIAMS

RHG:MM
Encl.

AUTHORIZED BY HIGHWAY COMMISSION
DATE Nov. 8, 1951 Minute page 18
[illegible]
Secretary

RECEIVED
MAR 1[illegible] 1952
STATE HIGHWAY COMMISSION

files

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FEB 2? 1952
FOR FILING
FORM E-30 25M 3-51 47100

2-1602

5650

Corvallis

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 21, 1952

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary

Attached are two checks in the total amount of $3,000 representing an advance made by the City of Corvallis covering its share of the cost of traffic signal installations on Madison Street at 3rd and 4th Streets.

The first check is the city's check No. 1543 in the amount of $519.40. The second is an endorsed Highway Department check, No. M1426, in the amount of $2,480.60 which was paid to the city as a refund on a prior traffic signal installation.

Also attached are a disbursement voucher and a purchase order covering the above checks.

John W. Cattrall
Engineer, County and City Relations

RHP:MM
Att.

cc: Mr. C. H. Maison

REFERRED TO
query
SECRETARY

[illegible] 2/2? 76

NOTED
F. QUERY

RECEIVED
FOR FILING
[illegible]
[illegible]

12-6-51
4-d

December 5, 1951

Mr. James Convill
City Manager
City of Corvallis
City Hall
Corvallis, Oregon

Dear Mr. Convill:

The State Highway Commission at its last meeting discussed a request from the City of Corvallis for additional traffic signals on Madison Street where it crosses Third Street and Fourth Street, which are the streets that form the one-way traffic couplet for US99W in Corvallis.

Without going into any detail, will say that the Commission approved the installation of both signals, which are extimated to cost a total of $6,000, on condition that the City of Corvallis will pay 50% of the installation costs, will maintain the signals after they are installed and will furnish electrical energy to operate them.

Please advise if the city is willing to cooperate on such basis. The matter will be covered by the customary formal agreement if the answer is favorable.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls

RECEIVED
NOV [illegible] 1951
FOR FILING

[illegible]
[illegible]

November 2, 1951

Oregon State Highway Commission

Gentlemen:

The City of Corvallis has requested additional signals on Madison Street at the intersections with 3rd and 4th Streets, which are on the one-way street routing of US99W through Corvallis. I attach hereto a sketch map on which are indicated, in blue coloring, existing traffic signals and, in yellow coloring, the additional signals requested.

At the time the signals were installed in Corvallis it was believed that there would be sufficient lapse in the flow of traffic at Madison Street to permit cross traffic, both vehicular and pedestrian. The cross vehicular traffic does get through in pretty good shape, because such traffic waits for openings in the regular traffic flow. Pedestrians, however, will cross the street at any time, often requiring vehicular traffic to stop and creating a material hazard. There is a great amount of pedestrian traffic on this street, as it is used heavily by Oregon State College students going to and from the downtown business area.

Our Traffic Engineer has made an investigation and advises that the signals requested are definitely needed, and it is recommended that they be installed on a 50-50 cooperative basis between the State and the City, with the City to maintain and furnish electrical energy after the installation is complete. The two signals are estimated to cost $6,000, or $3,000 each to the City and the State.

This matter will be on the next agenda, and if you approve, funds for the signal installation will need to be derived from the minor betterment reserve fund.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW:me lg

cc: Mr. W. C. Williams
Mr. W. W. Stiffler
Mr. E. A. Collier
Mr. F. B. Crandall
Mr. M. H. Hawke

FORM E-30 25M 2-51 47198

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 30, 1951

SUBJECT: Request for Traffic Signals
3rd and 4th at Madison - US99W
Corvallis

To: Mr. W. C. Williams

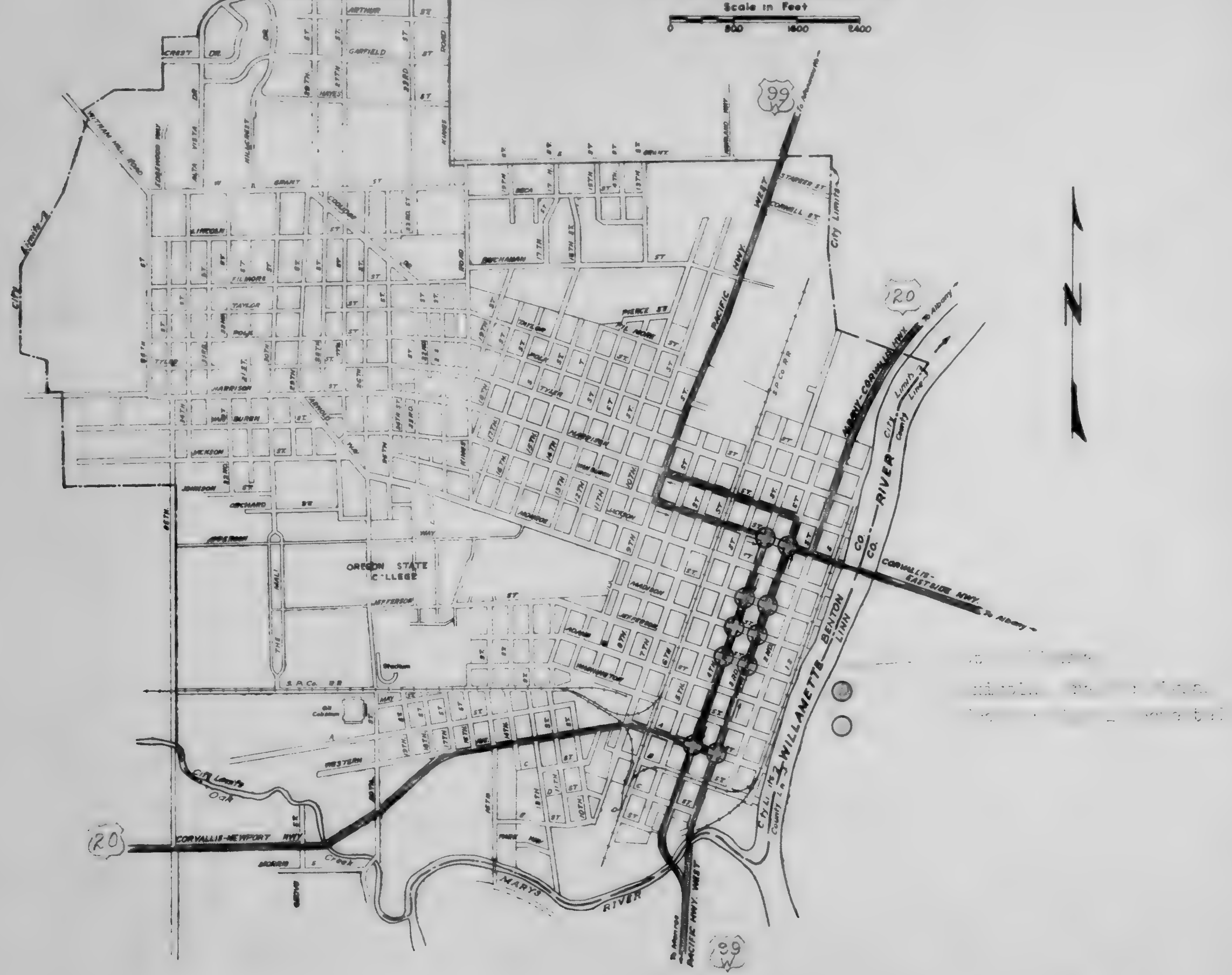
Mr. James Convill, City Manager of Corvallis, called Mr. Head on October 18 and requested the State's participation in signalizing 3rd and 4th at Madison. Mr. Head requested him to formalize the matter in letter to you or Mr. Baldock, which Mr. Convill said he would do. Mr. Head further advised Mr. Convill that we would proceed with investigation and would expedite the matter in every way possible so that we could present it to the Commission at its November 8-9 meeting, thus the suggested draft without formalized assignment from you.

Crandall
F. [illegible]. Crandall
Traffic Engineer

JAH:bv

Attachment

CORVALLIS



3-30-50

6-1693 1952

Coos Bay Traffic Signals.

43651

RECEIVED

OREGON STATE HIGHWAY DEPARTMENT

(date)
October 1, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3651	3-final	Mill Electric Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
17842	R-50536	$ 6,470.06	9/30/52

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Aug. 31, 1952

Time Extensions: ~~Aug. 31, 1952~~ None

Completion Date: Aug. 31, 1952

Date Accepted: Sep. 22, 1952

Penalties: None of record

Claims: None of record

Remarks:

Date: Oct. 1, 1952

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

O. W. Wicklander

[illegible]

RECEIVED
1952
FOR FILING

September 19, 1952

General Casualty Company of America
Huggins Insurance Agency
373 No. Church St.,
Salem, Oregon

Gentlemen:

State Highway contract No. 3651 for work performed on the Central Ave.-Johnson Ave. (City Streets) in Coos Bay in Coos County was completed by the contractor, Mill Electric Co. on August 31, 1952, but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $6,470.06 will be released to the contractor after acceptance by the Commission. The total contract amount is $12,812.00, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

cc - General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Washington
Attn: Surety Department

NOTED ON CARD
9-19-52

RECEIVED
FOR FILING

April 23, 1952

Will Electric Co.
236 State Street
Salem, Oregon

Gentlemen:

We enclose herewith, for your records and files, two fully executed copies of contracts which were awarded to you by the State Highway Commission on March 13, 1952, as follows:

Contract No. 3651, covering Coos Bay Traffic Signals on the Central Ave.-Johnson Ave. Section, Coos County.

Contract No. 3654, covering Bend Traffic Signals on Wall St. at Franklin Ave., Deschutes County.

Executed copies of the above contracts are also being mailed to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

RECEIVED
MAR [illegible] 1952
FOR FILING

March 21, 1952

Mr. C. G. Reiter, City Manager
City Hall
Coos Bay, Oregon

Dear Sir:

We are enclosing herewith, for the records and files of your city a fully executed copy of an agreement between the State Highway Commission and the City of Coos Bay covering the proposed traffic signal installations within the City.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
MAR 1 [illegible]
FOR FILING

March 17, 1952

Mill Electric Co. &
Walton-Brown Electric Co.
236 State Street
Salem, Oregon

Gentlemen:

The State Highway Commission on March 13, 1952, awarded you Contract No. 3051 for furnishing and placement of traffic signals in Coos Bay, Coos County. This award was based on your low bid of $12,812.00 submitted on that date.

I am enclosing a copy of the proposal form, which contains specifications, and may be useful pending preparation of the contract forms.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

mhs
encl.

cc: H. G. Smith
S. H. Probert
G. S. Paxson
W. M. Franzwa, SIAC

March 12, 1952

Mr. Bob G. Kyle
City Manager
Coos Bay, Oregon

Dear Sir:

This is to acknowledge receipt of two copies of an agreement, a General Fund Warrant in the amount of $8,600, and a letter of permission from the local power company, all covering the proposed traffic signal installations in the City of Coos Bay.

Your cooperation in this matter has been greatly appreciated.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

RHP:MM

MARSDEN, JR., MAYOR

CITY OF COOS BAY
COOS BAY, OREGON

March 11, 1952

Oregon State Highway Department
Salem, Oregon

Attention John W. Cattrall

Gentlemen:

Enclosed are two copies of the agreement, covering installation of traffic signals, which have been signed by the proper City Officials.

In accordance with our telephone conversation of March 4, paragraph 5 of page 5 has been deleted as not applicable under revised plans.

A General Fund Warrant in the amount of $8600.00 and permission of the local power company to use certain power poles is enclosed.

Yours very truly,

CITY OF COOS BAY

B G Kyle
Bob G. Kyle
City Manager

K/t

RECEIVED
MAR 12 1952
ENGINEER
[illegible]

RECEIVED
FOR FILING
FORM E-30 25M 3-51 47190

#651

MISC. CONTRACTS and
AGREEMENT No. 1374

AGENDA
[illegible] 1952

A

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 12, 1952

SUBJECT: Assignment No. 3213

To: Mr. W. C. Williams
OFFICE

REFERRED TO
Glaisyer -
By Asst. Chief Engineer
For agenda.
note last
paragraph.

REFERRED TO
BY SECRETARY
to file

[illegible] 1 [illegible] copy

Herewith three copies of an agreement covering the proposed installations of traffic signals in the City of Coos Bay. Two copies of this agreement have been signed by the proper city officials and are now ready for presentation to the Commission.

The city's advance deposit in the amount of $8,600 has been received and transferred to Mr. Glaisyer.

Your attention is invited to the fact that paragraph 5, page 5, of the agreement has been deleted. This deletion requires initialing.

John W. Cattrall
Engineer, County and City Relations

By

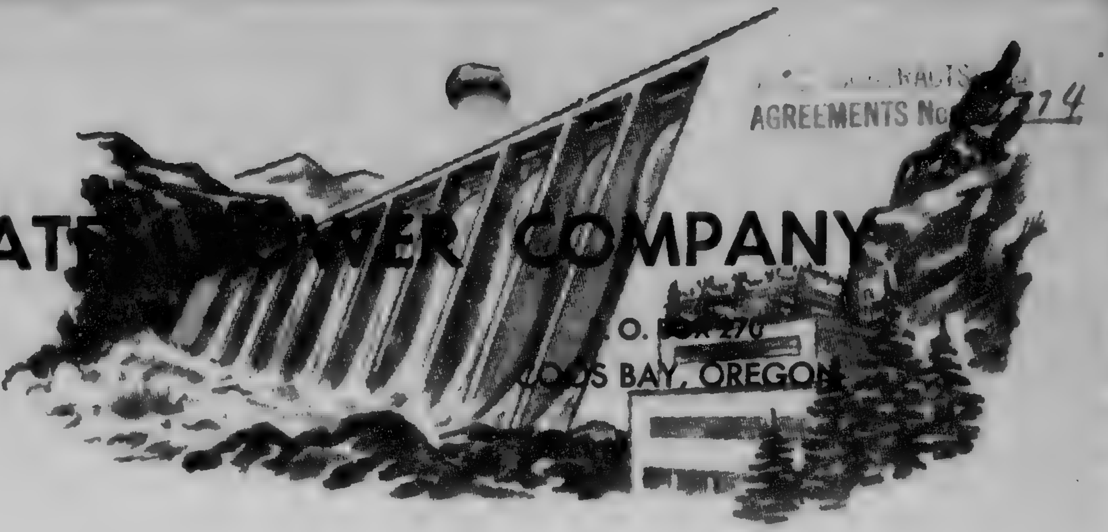
Robert H. Prange
Robert H. Prange
Office Engineer

RHP:MM
Encl.
2 copies to [illegible]

"A"

CONTRACTS AND
AGREEMENTS No. [illegible]74

MOUNTAIN STATES POWER COMPANY
P. O. BOX 270
COOS BAY, OREGON



March 6, 1952

The Mayor and Council
City of Coos Bay
Coos Bay, Oregon

Gentlemen:

The Oregon State Highway Department's request that a letter from the Mountain States Power Company granting the use of certain poles on Broadway and Front Street is necessary before they can proceed with the installation of traffic signals at certain intersections.

This permission is granted with the understanding that the installation of the signals shall comply with all legal and good engineering requirements, and at the risk and responsibility of the City of Coos Bay .

Yours very truly,

MOUNTAIN STATES POWER COMPANY

J. W. Asplund

J. W. ASPLUND, DIVISION MANAGER
COOS BAY DIVISION

JWA:JLA
(mc)

OFFICE COPY

OFFICE COPY

ASSIGNMENT

February 25, 1952

No. 321
By WCW

Description: Thomas J. Reeder's letter of February 19 enclosing six copies of agreement relative to traffic signal installation in Coos Bay (Assignment #3115 attached)

Acknowledged by _____ Referred to John Cattrall ✓

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 3-12-52 mw Report received ________

Remarks: For execution by city offkcials.
WCW

ASSIGNMENT

February 25, 1952

No. 92
By wcr

Description: Thomas J. Reeder's letter of February 19 in connection with traffic signal installation in Coos Bay; six copies of agreement attached

Acknowledged by _ _ _ _ _ Referred to _ _ _ Al Head _ _ _ _ _ _ _

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _ _ _ _ _ _ _ _ _ _ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 2-25-52 me Report received _ _ _ _ _ _ _ _

Remarks: Please check and return.

MISC. CONTRACTS and
AGREEMENTS No. 1374

FORM E-30 25M 5-50 40300

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 19, 1952

SUBJECT: Traffic Signal Installation Agreement.
US 101 - Coos Bay

To: Mr. W. C. Williams
First Assistant State Highway Engineer
Office

PLEASE RETURN TO
W. C. WILLIAMS

Dear Mr. Williams:

Herewith you will find the original and five copies of the proposed agreement by and between the State and the City of Coos Bay relative to the installation of certain traffic signals and related matters.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By Thomas J Reeder
THOMAS J. REEDER

TJR: am
Attach.

Checked & O.K.
2/25/52

NOTED
W. C. WILLIAMS

Note - We are going to advertise for letting on Mar. 13-14 may have to hold award pending receipt of $ & signed agreements.
H.

NOTED
J. AL HEAD

January 4, 1952

ASSIGNMENT

No. 3115
By

Description: Letter of January 3 by C. G. Reiter, City Manager of Coos Bay, in connection with installation of four sets of traffic signals in Coos Bay

Acknowledged by _____ Referred to ___Grandall ✓______

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for __________ signature

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Assignment executed 2-25-52 Report received _________

Remarks: Have agreement prepared.
WCW

BERT MARSDEN, JR., MAYOR

C. G. REITER, CITY MANAGER

CONTRACTS and
AGREEMENTS No. 1374

CITY OF COOS BAY

COOS BAY, OREGON

January 3, 1952

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Baldock:

Your letter of December 26, in reference to the installation of four sets of traffic signals was read to the Council December 29, and the same was approved.

Please advise us at what time payment of $8600.00 should be made to the State and we will forward our check.

Best Wishes for the New Year.

Sincerely,

CITY OF COOS BAY

C. G. Reiter
City Manager

NOTED
W. C. WILLIAMS

CGR/t

NOTED
F. B. CRANDALL

NOTED
J. AL HEAD

RECEIVED

RECEIVED

FOR FILING
FORM E-30

files

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 12, 1952

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary

Herewith General Fund Warrant No. 4134 in the amount of $8,600 from the City of Coos Bay representing the city's advance deposit in its share of the estimated cost of traffic signal installations in that city.

John W. Cattrall
Engineer, County and City Relations

By

Robert H. Prange
Robert H. Prange
Office Engineer

to acc Div.
3-17-52 [illegible]

RHP:MM
Att.

cc: Mr. C. H. Maison

REFERRED TO
[illegible]
BY SECRETARY

NOTED
J. W. CATTRALL

February 26, 1952

~~Mr. John H. Fasnacht~~
City Manager
Coos Bay, Oregon

Dear Sir:

Enclosed are two copies of an agreement covering the proposed installation of traffic signals following the revision of existing traffic signals in the City of Coos Bay. It would be appreciated if you will present this agreement to the City Council and, if approved, return both copies signed by the Mayor and City Recorder to this office. After signature by the Highway Commission, a fully executed copy will be returned for the City's records.

Please note that paragraph 2a, page 4, and paragraph 4, pages 4 and 5, provide that the City shall make an advance deposit of $8,600 and shall obtain written permission from the local power company to attach a supervisory to certain poles. The advance deposit in the form of a certified check payable to the Oregon State Highway Commission and the written permit should accompany the signed copies of the agreement.

In order that award of a contract for this work will not be delayed, the signed agreement, advance deposit, and pole permit should be mailed so as to arrive in this office not later than March 7.

Very truly yours,

R. H. Baldock
State Highway Engineer

NOTED
J. F. HAGEMANN

By

John W. Cattrall
Engineer, County and City Relations

JFH:MM
Encl.

RECEIVED
FOR FILING
FORM E-30X 25M 11-50 44702

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

February 13, 1952
Salem, Oregon

SUBJECT: Preparation of State-City Agreement
Traffic Signal Installation
US101
Coos Bay

To: C. W. Enfield
Legal Department

At its meeting November 8-9, 1951, the State Highway Commission approved the installation of traffic signals at certain intersections on the Oregon Coast Highway in Coos Bay. Will you please prepare the necessary State-City agreement.

In the way of material to be included in the agreement, I offer the following:

1. The streets involved are Broadway and Front Street which form the two streets of the one-way couplet for the Oregon Coast Highway, No. 9, US101.

2. It is planned to install an inter-connected fixed time traffic signal system at the following intersections: Broadway and Johnson Avenue, Broadway and Hall Avenue, Broadway and Elrod Avenue, Front Street and Central Avenue.

3. It is planned to revise the existing traffic signal system at the following intersections: Broadway and Central Avenue, Broadway and Curtis Avenue, Broadway and Anderson Avenue. The revision is to consist of replacing the existing controllers at the Central and Curtis Avenues intersections, installation of three steel poles at the Anderson Avenue intersection, and one steel pole at the Central Avenue intersection. Overhead illuminated one-way signs are to be installed at the following intersections: Broadway and Central Avenue, Broadway and Curtis Avenue, Broadway and Anderson Avenue, Front Street and Central Avenue.

4. The new signal installations are estimated to cost $13,700. The revision of the existing signal system is estimated to cost $3,500.

5. The State shall make the installation in the first instance, either with its own forces or by contract and pay cost thereof. The final cost shall be shared equally between city and State.

6. The city shall, at the time of turning in the signed agreements, submit its check for one half the estimated cost of the installation.

C. W. Enfield
2/13/52

Preparation of State-City Agreement
Traffic Signal Installation
US101
Coos Bay

7. The city shall maintain the signal system and pay for all power consumed. The timing program shall be prepared by the State, and no changes shall be made in the timing program without prior approval by the State.

8. It is agreed between the two parties that at such time as any of the equipment installed needs replacement, the cost of such replacement shall be shared on the same basis as the original installation.

9. The city shall obtain from the local power company written permission to attach supervisory cable to power poles as shown on the plans. A copy of such permission shall be returned with the signed agreements.

10. The city shall obtain from the Southern Pacific Railroad Company permission to install traffic signal poles on railroad property on the easterly side of Front Street at the Central Avenue intersection. A copy of such permission shall be submitted with the signed agreements.

The plans for this installation are being prepared and will be ready for inclusion in the completed agreements. If, after preparation, the agreements are submitted to this office through Mr. William's office, we shall check them and care for further processing.

Crandall
. R. Crandall
Traffic Engineer

VR:sb
cc: W. C. Williams ✓
J. W. Cattrall

RECEIVED
[illegible] 1951
FOR FILING

3651

Coos Bay

December 26, 1951

Mr. C. G. Reiter
City Manager
Coos Bay, Oregon

Dear Sir:

On the basis of a recent investigation and review of the signalization project in Coos Bay, it is our recommendation that signals be installed at the following intersections:

Broadway (US101) and Johnson
Broadway (US101) and Hall
Broadway (US101) and Elrod
Front (US101) and Central (Empire-Coos Bay Secondary)

The three existing signals on Broadway should have minor revisons to adapt to one-way traffic and also should be interconnected with the new installations, as listed hereinabove, in order that progressive movement can be maintained. It is estimated that the four new installations will cost $13,700 and revision and interconnection of the three existing signals an additional $3,500, for a total estimated cost of $17,200.

If the recommendation and estimate, as set forth hereinabove, meet with the approval of the City, and you will so inform us, we will proceed with drafting of the State-City agreement which will be drawn in the usual way, on the basis of which the City and State are committed to share equally in the capital outlay ($17,200) with the City committed to maintain and furnish electrical energy and stand 100 per cent of the cost incident thereto.

I wish to state that in the course of our most recent review, consideration was given to other intersections; namely, Broadway and Commercial, Front and Anderson, Front and Curtis, and Front and the industrial access road in the vicinity of Fir Avenue. However, these intersections fell considerably short of prescribed volume and accident warrants. The signal at Front and Central, which installation is being recommended, falls somewhat short of our usual volume and accident warrants; however, it was felt advisable to include this one, inasmuch as it will (1) afford some measure of speed control on Front Avenue and (2) give clear-cut right-of-way interval to traffic moving from the Empire-Coos Bay Secondary Highway north to US101.

Some discussion has been had with respect to current signal installation cost, as compared to that of the pre-war era. We recently let a contract for three fixed-time, interconnected installations in the city of Baker which pro-rated at $3,500 per intersection. This would compare quite closely with our estimate of $13,700 for the four new installations in Coos Bay. Turning to comparable types of installation made during the pre-war era, eight fixed-time, interconnected installations were made in Klamath Falls in 1941 with the cost pro-rated at some $1,800 per intersection. It may be said, therefore, that the cost of signal installations has almost doubled since 1941.

Very truly yours,

R. H. Baldock
State Highway Engineer

FBC:sc lg

cc Mr. F. B. Crandall

FORM E-30 25M 3-51 47198

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 20, 1951

SUBJECT: Signals, Etc. - Coos Bay

To: Mr. R. H. Baldock
State Highway Engineer

In accord with your verbal instructions, I prepared and submit herewith suggested draft to Mr. Reiter, City Manager, Coos Bay, setting forth our recommendation on signal installations, and have also included some "copy" on comparative cost of installations—current vs. pre war.

With regard possible revision of the one-way - two-way transition at the south end of the one-way couplet, I have turned the data over to Mr. J. W. McCallister, who indicated he would prepare right-of-way description covering the small parcel which would have to be acquired.

I am returning your file herewith.

FB Crandall
F. B. Crandall
Traffic Engineer

Enclosures -2
cc: Mr. J. W. McCallister

FBC:sc

RECEIVED
FOR FILING
FORM E 90X 25M 3-51 47199

[illegible]

# 3651

Coos Bay

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 14, 1951

SUBJECT: Signal Installations - Coos Bay

To: Mr. R. H. Baldock
State Highway Engineer

W. C. WILLIAMS

In accord with your instructions, review has beem made with regard likely signal installations in Coos Bay. In the course of this review, field data was obtained at additional intersections; namely, Front and Curtis, Front and Anderson, Front and Central, Broadway and Commercial, and Front and access to industrial area, docks, etc. in the vicinity of Fir Avenue.

Set down here and after is a recap of the basic traffic and accident data with respect all intersections considered.:

Intersection	Avg. Hourly Volume Max. 8-Hrs.	Avg. Hourly Cross Street Volume Max. 8-Hrs.	Preventable Accidents 12-Mth. Period
Broadway (US101) & Johnson	1,034	128	5
Broadway (US101) & Hall	1,209	133	3
Broadway (US101) & Elrod	983	116	1
Broadway (US101) & Commercial	582	162	*
Front (US101) & Industrial Access Vicinity Fir Avenue	468	36	*
Front (US101) & Central (Sec. Hwy.)	565	101	*
Front (US101) & Anderson	569	66	*
Front (US101) & Curtis	511	67	*
Minimum Warrant	750	175	5

*No usable data due to revised traffic pattern incident to recent one-way routing.

From the aforementioned you will note that the three intersections on Broadway at Johnson, Hall and Elrod are fairly clear cut insofar as meeting, or closely approaching, minimum warrants. Notwithstanding the lacking of minimum warrants, I think it would be advisable to install a signal at Front and Central. My thinking on this is twofold: (1) to afford some measure of speed control on Front Avenue and (2) it would give clear cut right-of-way interval to traffic moving from Empire-Coos Bay Secondary Highway to US101, north.

Summarizing very briefly, I would recommend four installations as follows:

Broadway (US101) and Johnson
Broadway (US101) and Hall
Broadway (US101) and Elrod
Front (US101) and Central (Empire-Coos Bay Sec.)

F. B. Crandall
Traffic Engineer

FBC:sc

cc: W. C. Williams

FORM E-30 25M 3 51 47198

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 12, 1951

SUBJECT: Reiter's letter of December 4,
RE: Traffic Matters Coos Bay

To: Mr. R. H. Baldock

I am returning herewith above indicated letter, which you asked me to review and comment on. With regard Reiter's suggested treatment at the southerly terminal of the one-way street couplet, his thoughts basically are that there should be an easier transition at the terminal point of the couplet---I thoroughly agee in his thought. I attach hereto a sketch which I believe incorporates changes as suggested by Mr. Reiter. Treatment along line indicated in the sketch was discussed at the time of drafting of the construction plans; however, was forestalled, as I understand it, by reason of right-of-way acquisition, cost, etc..

With regard the section of Central Avenue between Front and Broadway, it is of course logical that this be taken over as part of the highway system in that it does form the connecting link between the Coos Bay-Empire Secondary Highway and US101 northbound.

Regard "No Parking" on west side of Broadway, from Elrod and extending 210 feet North, we recommended that this be for a distance of 300 feet; however, we do not believe it is sufficiently critical that we would quibble over the 90 feet.

With regard to sketch requested by Mr. Martin of our department showing red lines prohibiting parking, I set down here and after my thoughts on narrative discussion which might be incorporated in Ordinances or Resolutions.

On the Northeasterly side of Evans Boulevard (US101) parking to be prohibited along the curb for a distance of 33 feet northwesterly and 55 feet southwesterly, measured from the easterly line of First street at its point of intersection with the northeasterly curb line of Evans Boulevard (US101). Parking to be prohibited along the southwesterly side of Evans Boulevard (US101) for a distance of 66 feet from the east line of First Street at its point of intersection with the southwesterly curb line of Evans Boulevard. Parking to be prohibited on southwesterly side of Evans Boulevard (US101) for a distance of 28 feet northwesterly and 95 feet southeasterly, measured from the westerly line of First street at its point of intersection with southwesterly curb line of Evans Boulevard (US101). Parking to be prohibited on the northerly side of the travelled way on Kruse Ave. for a distance of 35 feet from the southwesterly curb line of Evans Boulevard (US101).

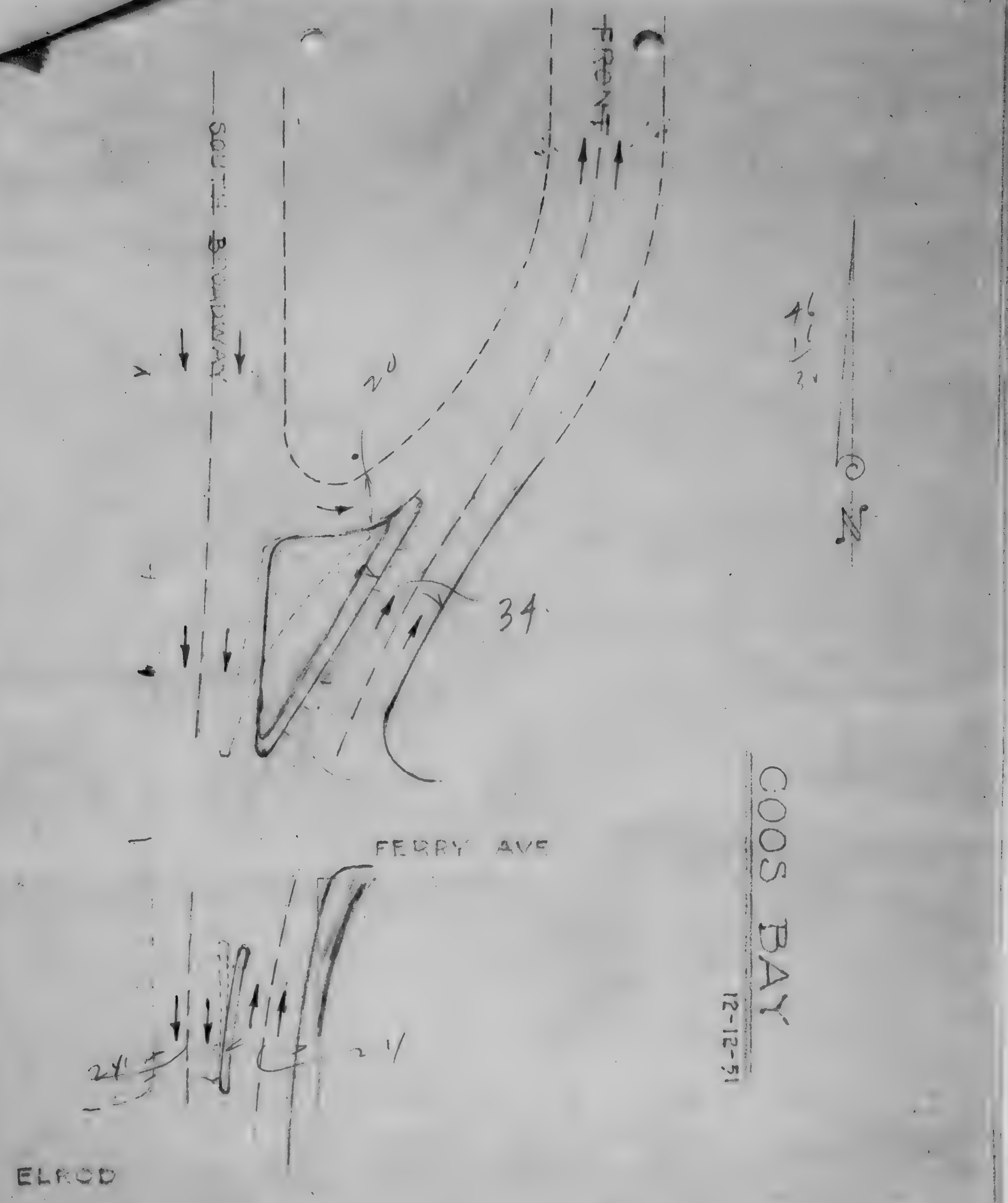
With regard to location of traffic signals referred to in the last paragraph of Mr. Reiter's letter, I am submitting a separate report to you on this particular subject.

Looking back through Mr. Reiter's letter I see I neglected to comment on the matter of "proper illumination" as per his item (2)----I think adequate overhead illumination is very much in order; however, thinking of Commission policy, such would be the responsibility of the City.

F B Crandall

F. B. Crandall
Traffic Engineer

FBC:sc
enclosure

FRONT
SOUTH BROADWAY
20°
34
FERRY AVE
24'
24'
ELROD
N
COOS BAY
12-12-51

ROBERT MARSDEN, JR., MAYOR

C. G. REITER, CITY MANAGER

CITY OF COOS BAY

COOS BAY, OREGON

December 4, 1951

RECEIVED
DEC 10 1951
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

Since you were in the office a short time ago, we have had a Council meeting, and the Council suggested that I make the following three suggestions to you in regard to the layout in the vicinity of the Southern Pacific Company on Broadway:

(1) Flatten the curve on the east side of Broadway from Ferry Street North, by taking a small area from the Southern Pacific.

(2) Re-construct the island in a different shape, taking up less space and moving the same East, allowing the correct width for North bound traffic and providing for proper illumination.

(3) If number 2 is accomplished, then a greater width will remain on the west side of the island and the center line yellow stripe will be a more gradual curve in passing to the west of the island and there will not be so much danger of running into the island by south bound traffic. More space will be allowed to the west of the island.

I understood you to say that you will recommend to the Highway Commission that they take over Central Avenue from Front to Broadway - making the same a State Highway.

I enclose a copy of the resolution which the Council passed prohibiting parking on the west side of Broadway from Elrod and extending 210 feet north.

I also enclose a sketch requested by Mr. Martin showing red lines where the Council prohibited parking at the intersection of Kruse Avenue, First Street and Evans Boulevard. I would appreciate it if he would make up a description for us to embody in a resolution to his satisfaction. You will note that some of the No Parking extends beyond the property lines. We have presented a resolution to him, but he wanted distances given.

The Standard Oil Company are going ahead with the cut back at Front and Central and this probably should be completed within the next week, weather permitting.

As soon as you have decided definitely on the locations of the new walk and wait signals, I would appreciate the information.

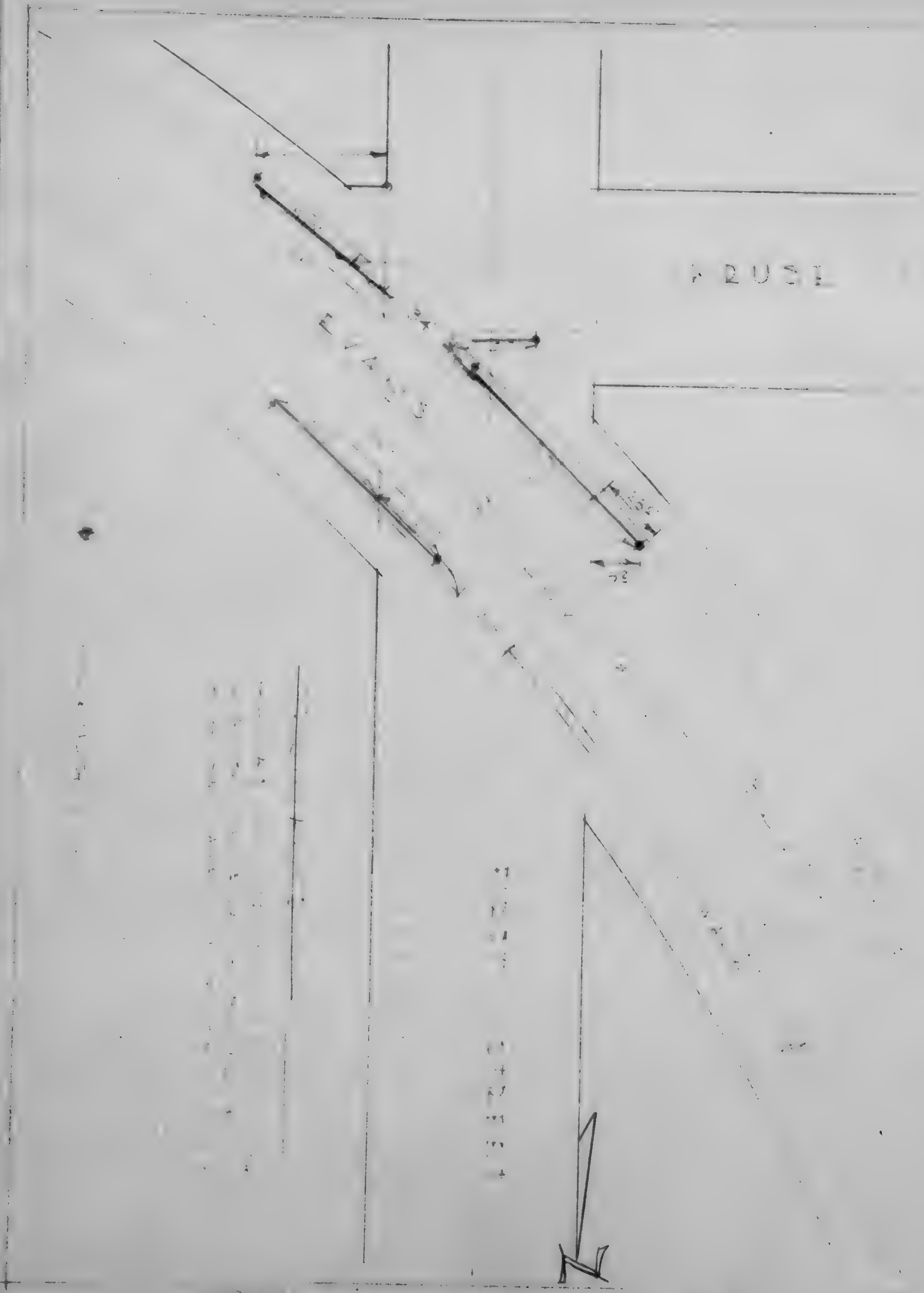
Sincerely yours,

CITY OF COOS BAY

C. G. Reiter
City Manager

CGR:t

Enclosures - 2


ROUSE
EVANS
FIRST STREET

State

RESOLUTION

WHEREAS, by virtue of Ordinance No. 1695, being an Ordinance regulating traffic, adopting the State Uniform Traffic Code, providing for local traffic codes, the regulation of parking, drunken and reckless driving, and the placing and maintaining of traffic signs and markers, the Common Council of the City of Coos Bay has the power to regulate the parking of vehicles operating in said City of Coos Bay,

NOW, THEREFORE, BE IT RESOLVED, That the parking of vehicles on the west side of Broadway from the North line of Elrod Avenue for a distance of 210 feet North be prohibited at all hours; and the City Engineer be and he is hereby authorized and directed to post appropriate notices of said prohibition and to notify the City Recorder of the City of Coos Bay at the time said notices are posted and to remove all meters which are at present in this area.

Passed by the City of Coos Bay Common Council and signed by the Mayor on the 26th day of November 1951.

Aug. Com-Meeting: Deferred

NOT[illegible]
J. W. CA[illegible]ALL

FORM E-30X 28M 8-50 42289

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 13, 1951

SUBJECT: Preparation of State-City Agreement
Proposed Traffic Signal Installation
Front Street (US101) - Coos Bay

To: Mr. J. M. Devers

NOTED
J. F. HAGEMANN

There is included in the 1951 budget provision for the installation of traffic signals on Front Street which will become the northbound street for the traffic on the one-way street couplet in Coos Bay. The expenditure of the necessary money will be presented to the Commission at its August meeting; approval is anticipated. It is planned to call for bids on this installation at the September 12 meeting of the Commission. To expedite the matter, it would be appreciated if you would prepare the necessary State-City agreement so that it may be ready for submission to the City immediately after the Commission acts.

It is believed that the following points should be included in the agreement:

1. The highway involved is the Oregon Coast Highway, No. 9, US101.
2. The intersections involved are those of Front Street with Central, Anderson, and Curtiss Avenues.
3. It is planned to install an inter-connected fixed time traffic signal system at these three intersections. The system shall be complete with steel poles; one overhead 3-light vehicle signal directed to traffic entering from each direction and corner Wait-Walk indications. The system will be inter-connected with the existing traffic signal system on Broadway.
4. The installation is estimated to cost $8,000.
5. The State shall make the installation in the first instance, either with its own forces or by contract, and pay all costs thereof. The final cost shall be shared equally by the City and the State.
6. The City at the time of returning the signed agreements shall submit its check for one-half the estimated cost of the installation.
7. The City shall maintain and operate the signal system after installation provided that no change is made in the timing program without prior approval by the State.

NOTED
Harold C. Ayers

Because of the time element it will not be possible to include plans in the agreement. The plans will be discussed with the City prior to the call for bids.

If, after preparation, you will submit the agreements to this office through Mr. William's office, we will check them and care for further processing.

F. B. Crandall
Traffic Engineer

VJ:brs

cc: W. C. Williams ✓
J. W. Cathrall ✓

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract Number

Index:

INDEXING: Begins with: Contract# 3606 Ends with: Contract# 3651

FLASH CARDS: Begins every Contract

Remarks:

Reel No._____ Reduction Ratio 21:1 Project No._____

Camera: Name Bell & Havell Model File Master Film Recordak AHU MICROFILM 1460

CAMERA OPERATOR'S CERTIFICATE

Certification: I hereby certify that I have on this 13th day of August 1980 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file - with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Ronda R. Lewis